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The Solicitors' Journal.

LONDON, JANUARY 24, 1874.

IT WILL BE REMEMBERED that the Judicature Commissioners in their second Report recommended a "concentration of the County Courts." Their scheme was in effect that certain "convenient centres" should be selected, where the judge should sit at frequent short intervals, and that "certain other towns" should be chosen as places at which he should occasionally hold courts; that the number of registrars in each district connected with the central courts should be reduced to two, one of whom should be in daily attendance at the central town and the other should visit at intervals the towns where courts are held.

From the circular just issued to the County Court Judges, and printed in another column, it may be gathered that steps are to be taken as soon as vacancies occur for carrying these suggestions into effect. The profession and the public will watch with much anxiety the spirit in which the very indefinite scheme of the Commission is to be carried out. Until this is known, it is useless to speculate on the extent of the alterations likely to be effected; but we may point out that an essential part of the suggestions of the second report is, that while the number of registrars should be reduced, their office should be increased in importance; that those sitting at the central courts should be made district registrars of the High Court; that they should in all cases be paid by salary, and should be eligible for promotion to the office of judge. Further, it was suggested by the Commissioners that attorneys should be selected as deputies or agents of the registrars throughout the district, who should be authorised, on application and on payment of a fee, to issue plaints, also summonses, subpœnas, &c., their position being somewhat analogous to that of Commissioners for taking affidavits.

AS WE ANTICIPATED last week, the vacant judgeship in the Court of Exchequer has been conferred on Mr. Amphlett, Q.C. Since Baron Rolfe, afterwards Lord Cranworth, was appointed to the same court, no Chancery barrister has been elevated to a Common Law judgeship. So that under any circumstances the new appointment would be one of very great interest. But of course the real importance of Mr. Amphlett's appointment lies in its bearing upon the great change which is shortly to come into operation. And the selection of an equity lawyer for this post will serve to show to the profession and the public that the Lord Chancellor at least intends that the fusion of law and equity shall be a real and substantial thing. There can be no doubt that next to a system of procedure uniform as far as the nature of the case will admit, nothing can tend so much to the formation of one harmonious body of law as the presence upon each branch of the bench of men trained in each department of law. Mr. Amphlett's appointment has been well received by the profession, and we can only add the expression of a wish that he may prove as successful in the new work before him as did Baron Rolfe—a singularly able and valuable judge.

THE DECISION of Mr Justice Grove at Taunton, that there was no obligation upon the Post-office authorities to produce all telegrams to or from Taunton during the recent election, on receipt of a general notice to produce, will command universal assent, but it must not be argued from this decision that there is anything inviolable about specific telegrams from one person to another. The document retained by the Post-office in each case of a telegram being transmitted, is simply an open letter of instructions signed by the sender. This specific document, we apprehend, could be obtained from the Post-office, under a *subpœna duces tecum* served upon the official in whose custody it remains, if its production were required in any action between the sender and the recipient, or in any litigious proceeding to which its contents were relevant. For example, it seems that a contract to satisfy the Statute of Frauds may be made by telegram written by a telegraph clerk authorised by the person to be charged (*Godwin* v. *Francis*, L. R. 5 C. P. 295, 18 W. R. C. L. Dig. 89), but it may become necessary where an action is brought to enforce the contract to produce the letter of instructions signed by the defendant, in order to prove the authority. It cannot be seriously doubted that a judge would compel the Post-office authorities to produce it in such a case. Or again, a telegram might be important, in a collateral point of view, either as an admission by the person signing the letter of instructions for it or otherwise. There again, we cannot doubt that, after a specific notice given, the Court would order its production. We are not aware that the point has arisen since the Post-office has assumed the home telegraphic business of the country. But it has arisen in the case of telegrams sent by cable to America. In a cause tried last July before Bramwell, B., at Guildhall the defendant had *subpœnaed* the officer of one of the marine telegraphic companies to produce all instructions for telegrams sent by the plaintiff between certain dates to his agents in America, and the question of privelege was argued at some length by Mr. Henry James (now the Attorney-General) for the defendant, and Mr. Benjamin for the plaintiff. In that case, as in the Taunton case, the officer of the company brought a bundle of telegrams into Court and submitted himself to the learned judge's ruling. Bramwell, B., thought there was no privilege entitling the officer to refuse their production, although it did not become necessary that he should decide the point, as the defendant found, as the case went on, that the telegrams were unimportant to him. But there, it will be noticed, the *subpœna* was specific. The ruling of the learned judge, therefore, was perfectly consistent with the opinion which, as senior judge on the election *rota* for this year, he has expressed as to the Taunton telegrams. It is one thing to hold that the instructions for this or that particular telegram must be produced, and quite another to hold that, upon some vague speculation that something will turn up, all the instructions for telegrams to or from a particular town are to be placed at the disposal of one of the parties to a lawsuit.

DR. STEPHENS has failed to convince the Court of Queen's Bench that they ought to issue a *mandamus* to compel the Bishop of Durham to license a curate to the Rev. Dr. Dykes. The application, indeed, has not at present been definitively refused, but is postponed to enable Dr. Stephens to produce authorities if he can find them. It is not rash to hazard a prophecy that his search will be in vain. Knowing, as we do, his industry and learning, we may be sure that if any precedent for a *mandamus* in such a case existed, it would have been produced on Monday last.

We have already indicated (17 S. J. 894) our opinion upon the question involved. The Bishop, we may remind our readers, did not absolutely refuse to exercise his discretion as to granting the licence. If he had, he might have laid himself open to the interference of the

Court of Queen's Bench. He exercised his discretion, wrongly it may be—though we are far from saying so—but still he exercised it; and it seemed to us, therefore, certain that no *mandamus* could issue to compel him to license Dr. Dyke's curate. It was contended that he had demanded a test not warranted by law. Even if this had been done, we doubt if he could have been controlled by the Court of Queen's Bench, provided he had acted *bonâ fide*. The case of a curate is different from that of a rector or vicar, upon whose institution to a living to which he has been duly presented, no conditions can be imposed other than those prescribed by the written law of the Church. (See *Marshall* v. *Bishop of Exeter*, 10 W. R. 390.) A curate, on the other hand, is really almost entirely at the mercy of the bishop, and except in the case of *mala fides* being shown, or of the bishop absolutely refusing to exercise any discretion at all, is without a remedy, if his license should be withheld. In the present instance, however, the Bishop had demanded no new test from the curate. He had simply asked him, as in his judgment the state of the diocese required, that he would obey the ceremonial law as laid down by the Judicial Committee in *Martin* v. *Mackonochie* (19 W. R. 545), and *Hebbert* v. *Purchas* (*Ib.* 898).

If the Court should finally adhere to its recently expressed view, important consequences may follow from its decision. It may be that the Bishops, generally, will in future take a leaf out of the Bishop of Durham's book, and endeavour to prevent the practices which it is almost impossible to punish effectively, except at a cost which modern episcopal incomes will hardly bear. An ecclesiastical prosecution is an expensive luxury, and success is valueless, in a pecuniary point of view, where the defendant is a curate with no means but his stipend. Prevention in such a case is in every way better than cure. It saves the Bishop's pocket and avoids the scandal which always attends upon religious law suits.

A POINT OF GREAT IMPORTANCE with regard to the position of a large class of judgment creditors was settled by the Full Court of Appeal in Chancery on Monday last. The Judgment Act of 1864 (27 & 28 Vict. c. 112) enacts (section 1) that no judgment entered up after its passing shall affect any land until such land shall have been actually delivered in execution by virtue of a writ of *elegit* or other lawful authority in pursuance of such judgment. The words, taken in their literal sense, certainly render actual delivery in execution necessary in all cases to making a judgment a charge on lands. But the Act does not in terms repeal section 13 of 1 & 2 Vict. c. 110, and there are many interests in land which are not the subjects of a writ of *elegit*. The question was soon raised whether, as to these interests, the words "actually delivered in execution" ought to be held to mean actual corporeal delivery, or whether the judgment creditor might not, by merely issuing a writ and obtaining a return from the sheriff, acquire a charge on the land. The decision of Wood, V.C., in *In re the Cowbridge Railway Company* (16 W. R. 506, L. R. 5 Eq. 413), was in favour of this view. His Honour thought that the intention of the Legislature, in the Act of 1864, "was nothing more than this—that all those remedies which a judgment creditor could achieve by a writ of *elegit* he must achieve before he could come in under the Act. It could not," he thought, "have been intended that all the remedies given by 1 & 2 Vict. c. 110 should be swept away by a side wind." This view seems to have been adopted in the cases of *Guest* v. *Cowbridge Railway Company* (17 W. R. 7, L. R. 6 Eq. 619), and *Thornton* v. *Finch* (4 Giff. 515, 13 W. R. Ch. Dig. 44).

To this construction, however, a strenuous opposition has been offered by Malins, V.C. In *Re Bailey's Trusts* (17 W. R. 393) his Honour expressed an opinion that the Act of 1864, being totally inconsistent with 1 & 2 Vict. c. 110 "repeals it as though it had been in terms repealed"; and in *Earl of Cork* v. *Russell* (20 W. R. 164, L. R. 13 Eq. 210) he again affirmed that "the later statute sufficiently shows the intention to repeal the previous Act." In neither of these cases however had a writ been issued by the judgment creditor. But in *Hatton* v. *Haywood* (22 W. R. 53), a writ of *elegit* had been actually delivered to the sheriff; who had returned *nihil*, as the legal estate in the lands was outstanding in mortgagees. The debtor subsequently became bankrupt, and the judgment creditor filed a bill against the trustee in bankruptcy, praying a declaration that the judgment was a charge upon the lands. Malins, V.C., allowed a demurrer to the bill for want of equity, and on appeal his decision was affirmed by the Lord Chancellor and Lords Justices.

The result is that whether actual delivery in execution is or is not possible, it is essential to giving a judgment creditor a charge on the lands of his debtor. Section 13 of 1 & 2 Vict. c. 110, must, therefore, be taken to be repealed even as to lands incapable of being delivered in execution—*e.g.*, lands in which the debtor has only an equity of redemption. If this was the intention of the Legislature in passing the Act of 1864, one cannot help asking why all this litigation was not prevented by the simple expedient of inserting a repealing clause in that Act. As Giffard, V.C., remarked (*Guest* v. *Cowbridge Railway Company*, 17 W. R. 7), the Act "is ill-constructed, and it is much to be regretted that those who constructed it did not take some counsel before it was framed."

THE MASTER OF THE ROLLS, has this week expressed a strong opinion that a Chancery judge ought not to comply with a request by suitors that he should go and view the premises which are the subject matter of the suit. The matter actually before his Honour was a "light and air" case in the City of London, and some of his remarks no doubt bore specially upon cases of that description, but the general tenor of his observations was applicable to other cases as well. In the first place he said that a judge could not go to view premises situated in the country without interfering with his ordinary duties. The question, however, was not whether it ought to be *obligatory* on the judge to take a view; and it would seem that the occasions on which and the distances to which each judge should consent to go might well be left to his own good sense and discretion. In the second place he pointed out that a judge might be a very old man, or his eyesight might be defective, or he might be colour blind. This is rather a dismal picture of what may be looked for on the Chancery bench, but, after all, it is a mere list of possibilities, and may well be met by a counter-list suggesting a more cheerful state of things. The view of a jury may, as his Honour suggests, be less liable to this objection than the view of a judge; but does this fact in itself very conclusively show that where there is no jury the judge ought not in any case to take a view? Surely, in the majority of cases, even a somewhat venerable judge is capable of seeing whether buildings do or do not obstruct light, and of ascertaining most other physical facts that a jury may be expected to see and form an opinion about. The third reason given by the Master of the Rolls seems at first sight to have more weight. He is reported to have said that "if there should be an appeal from the judge's decision on the question of fact, it would be impossible to tell how far that decision was due to the view, and how far to the evidence; and if it should be said that the Court of Appeal might also view the premises, the answer would be that the Court of Appeal could not view the premises on the same day, or even on the same sort of day, whether fair or cloudy, as that on which the judge had viewed them." With great deference, we venture to think that a judge who had taken a view would state in his judgment what he had seen, and under what circumstances the view had been taken; and the Court of Appeal, if it still found any difficulty, could itself view the place under similar circumstances, and form its opinion on the whole subject. The learned judge seems to have thought that the Court of

Appeal must find an insuperable difficulty in coming to a conclusion unless it had before it precisely the same materials for forming that conclusion which the judge had whose decision they are called on to review. But it is easy to give an instance in which the Court of Appeal constantly gets over a difficulty of that kind. When witnesses are examined in the court below the judge necessarily forms his opinion not merely on the substance of their evidence but also on the manner in which it is given. Yet the Court of Appeal will review his judgment in utter ignorance of the extent to which he may have been rightly influenced in judging of the credibility of a witness by his hesitation, or his hangdog countenance, or his smooth plausibility of manner, or the other circumstances which affect the weight to be given to oral evidence. We are unable to believe that the adoption of the rule enunciated by the Master of the Rolls would be for the advantage of suitors in Chancery.

We referred some time ago to the decision of the Chief Judge in *Ex parte Jeffery, In re Hawes* (22 W. R. 57), that where a resolution for liquidation by arrangement had been rejected by a large majority, and next day a petition in bankruptcy was presented, the liquidation proceedings were nevertheless "pending," so as to enable the costs of the liquidation to be paid out of the estate under rule 292 of 1870. The matter is one of considerable importance, as the effect of a contrary ruling would be to compel solicitors acting on behalf of debtors who desire to present liquidation petitions to get their costs beforehand. It is satisfactory to find that an appeal from the decision of the Chief Judge was on Tuesday dismissed with costs by the Lords Justices, who laid, down very distinctly the interpretation to be given to the rule. The object of the rule being, said Mellish L.J., that solicitors might know that, if they acted properly, they would get the costs of a liquidation petition, notwithstanding bankruptcy ensued, it was necessary to put upon the rule such a construction as would fairly carry out that object, and the Court accordingly held that so long as the property remained under the protection of the Court—so long, for instance, as the Court could make an order for the discharge of the receiver or the passing of his accounts, and the creditors under the subsequent bankruptcy could derive a benefit from the liquidation proceedings—they might be said to be still pending.

ARBITRATION CLAUSES.

Arbitrations have obtained an unenviable reputation for expense and delay, and to most of our readers the mention of the word will bring up the remembrance of irregular sittings, short hours, and long lunches. "So far as my experience extends," says Wood, V.C., in *Croskey v. European, &c., Shipping Company* (8 W. R. 406, 1 J. & H. at p. 114), "I never met with an arbitration case which did not take a much longer time than proceedings in this court would have done." Yet instructions are seldom given for an agreement of any complication, without stress being laid upon the insertion of an arbitration clause. The view which Courts of Equity used to take of the effect of this clause greatly diminished the inconveniences which its insertion might otherwise have caused. But two recent decisions suggest that a change has lately occurred in the opinion of those courts as to the effect to be given to these provisions, and this change is of so much importance that we think we ought to call the attention of our readers to it.

The old authorities seem to have treated arbitration clauses as attempts to deprive men of their lawful liberty in litigation. "If a man make a lease for life, and by deed grant that if any waste or destruction be done that it shall be redressed by neighbours and not by suit or plea, notwithstanding an action of waste shall lie, for the place wasted cannot be recovered without plea," is the foundation of the law on the subject as laid down in Co. Lit. (53 b.). Lord Eldon, in *Street* v. *Rigby* (6 Ves. 815), points out the dangers of sending suitors to "so improvident a tribunal" as arbitrators, and "recollects passages in which Courts of Justice, however full of *eulogia* upon these domestic *forums*, have recollected their own dignity sufficiently to say that they would not be ancillary to those *forums*."

It is true that in *Halfhide* v. *Fenning* (2 Bro. C. C. 336) a plea to a bill for an account of a partnership that all matters in controversy were to be determined by arbitrators was allowed, and that Kenyon, M.R., there said that "there can be no doubt but that parties entering into an agreement that all disputes shall be referred to arbitration, are bound by such agreement." But in that case, and also in the case of *Dimsdale* v. *Robertson* (2 Jo. & Lat. 58), in which Lord St. Leonards followed this decision, there was a covenant not to sue. And, as is pointed out in the judgment in *Cooke* v. *Cooke* (15 W. R. at p. 982, L. R. 4 Eq. at p. 85), the views of later judges have been on the whole unfavourable to the case of *Halfhide* v. *Fenning* (see the observations of Lord Cranworth in *Scott* v. *Avery*, 5 H. L. Cas. at p. 847.) The only case in Chancery where, under the old system an arbitration clause unaccompanied by a covenant not to sue was given effect to by the Court was *Waters* v. *Taylor* (15 Ves. 10). But that was a case of altogether special circumstances. It was a case of quarrels between the persons interested in the Italian Opera House. The only way in which the Court could have effectually interfered was by appointing a manager of the theatre, and in fact carrying on the speculation. Elaborate provisions were contained in the partnership deed as to the mode in which disputes should be settled, and the true principle of the decision is perhaps to be found in the unwillingness of the Court to take upon itself matters of internal regulation of partnerships or companies.

It might have been expected that the Common Law Procedure Act, 1854, which (section 11) empowered Courts of Equity as well as of Law, where there exists an agreement in writing to refer, to stay proceedings, so as to compel the litigants to submit to arbitration, would have produced a distinct change in the views of Courts of Equity as to arbitration clauses. This anticipation must have been strengthened by the decision about the same time in *Scott* v. *Avery* (4 W. R. 746, 5 H. L. Cas. 811), which taught conveyancers that by making a submission to arbitration a condition precedent to the right to sue, a clause might be drawn which would oust the jurisdiction of the Courts. But the power conferred by the Legislature did not alter the practice of the Court of Chancery. Although the section was liberally interpreted and acted upon by courts of law (see *Randeggor* v. *Holmes*, L. R. 1 C. P. 679, 15 W. R. C. L. Dig. 6; *Seligmann* v. *Boutillier*, L. R. 1 C. P. 681, 15 W. R. C. L. Dig. 7), no order in pursuance of its provisions was, so far as we are aware, made by an equity judge until the end of 1871. And we find the views on this subject which had so long prevailed in Courts of Equity urged with singular force and lucidity by Wood, V.C., in 1867, in *Cooke* v. *Cooke* (15 W. R. 981, L. R. 4 Eq. 77). In that case there was an arbitration clause of the most elaborate kind contained in partnership articles, and this clause was pleaded to a bill for an account of the partnership dealings, and for a receiver. But the plea was overruled. The Vice-Chancellor held that, notwithstanding the Common Law Procedure Act, the jurisdiction of the Court remained, and pointed out that if the plea were allowed the plaintiff would be without remedy. "I am not aware," said the learned judge "that there is any jurisdiction upon which he can proceed, or any means by which justice can be done him. I have no means of compelling the arbitrators or the umpire to proceed, and although application may be made to the Court before which the reference is pending, I am not aware that there is any power of compelling arbitrators to proceed if they cannot agree, or of compelling the umpire, if he shall find himself in any difficulty, to come to a decision" (p. 88).

But, as we have already stated, a change seems to have come over the views of the Courts of Equity upon the points we are discussing. In the case of *Willesford* v. *Watson* (20 W. R. 82, L. R. 14 Eq. 572) Wickens, V.C., considered that he was *primâ facie* bound to stay proceedings so as to give effect to the clause of reference. "Following the decisions, I must consider it as wholly immaterial that the Court of Chancery might be a cheaper, quicker, or more competent tribunal than the conventional one. The parties knew this, if it be so, when they entered into the contract. According to the decisions in the Courts of Law, in the correctness of which I fully concur, the Act, in all but the excepted cases" (by which, apparently, the Vice-Chancellor referred to cases of fraud), "has taken the general question of the expediency or fitness of the tribunal out of the purview of the Court to which the application is made."

It is to be observed that in this case (which was a suit by lessors of a mine, praying an injunction against workings alleged to be improper) there was no covenant not to sue; and further, that, in the opinion of the Vice-Chancellor, it was possible that the defendants might find serious difficulties in working out the order.

This decision was affirmed on appeal, and the affirmation was not that cautious affirmation, by the guarded use of double negatives, which characterised the Court of Appeal in the days of Knight-Bruce, L.J., but a distinct and hearty affirmation. The Lord Chancellor said—"Then we are told that this is an arbitrary tribunal, final and without appeal and so forth, and that these are not fit questions to go before the arbitrator. But I think that the Legislature and the Act of Parliament under which the Court is now asked to act, have given the answer to that argument. If the parties choose to determine for themselves that they will have a domestic *forum* instead of resorting to the ordinary courts, then since the Act of Parliament was passed a *primâ facie* duty is cast upon the Courts to act upon such an agreement." Even the old arguments against arbitration are reversed. "With regard to one argument pressed upon us," said James, L.J., "that we ought not to send the matter to arbitration because the arbitrator would decide without appeal, I can easily conceive that sensible men may possibly have had that in their view, and that they would prefer even running the chance of the arbitrator's making a mistake to having every matter brought into a court of law or into the Court of Chancery to be heard before a Vice-Chancellor with an appeal to this Court, and then perhaps an ultimate appeal to the House of Lords. I can conceive that sensible men may prefer an arbitrator even to being at liberty to carry one another through litigious proceedings in three successive Courts." Comparing this expression of opinion with that contained in the judgment in *Cooke* v. *Cooke* (*ubi sup.*), and still more with some of the early decisions on the subject, it cannot be denied that the Court of Chancery is moving with the times. Those who recollect how many days of the time of a Vice-Chancellor has lately been occupied with the details of a suit as to mines will see a fitness in relegating discussions as to workings to a "domestic *forum*." *Willesford* v. *Watson* was followed in July last by Vice-Chancellor Bacon in the case of *Plews* v. *Baker* (16 Eq. 565). This was a suit by two partners against the third, and in spite of the strenuous opposition of the plaintiff's counsel, who evidently doubted the efficacy of a "domestic *forum*," the proceedings were stayed in order that questions as to the validity of the notice of dissolution might be determined by arbitration.

Thus the law now stands. The insertion of an arbitration clause is a more serious matter than it was, and it behoves practitioners to consider more carefully than they have done the reasons for and against its insertion. Upon this question we may at some future time offer some observations.

MARINE INSURANCE AND THE "SLIP."

The nature of the "slip" in cases of marine insurance has been of late somewhat frequently the subject of consideration by the Courts, and is of some importance with reference to the question how far it is admissible in evidence under the Stamp Laws. The law, as it stood previously to the 30 Vict. c. 23—the most recent enactment on the subject of stamps on marine insurances—was contained in the 35 Geo. 3, c. 63, and 54 Geo. 3, c. 144. The latter Act provided a machinery by which slips might be stamped, and in the event of no formal policy being afterwards executed, might be available as policies; but it would appear that the machinery of the Act was never taken advantage of in practice. The former Act provided, in section 1, that for every skin or piece of vellum or parchment, or sheet or piece of paper, upon which any insurance upon any ship or ships, &c., should be engrossed, printed, or written, certain stamp duties should be payable. The 11th section provided that every *contract or agreement* which should be made or entered into for any insurance in respect whereof any duty was by the Act made payable should be engrossed, printed, or written, and should be deemed and called *a policy of insurance*. The 14th section provided that no insurance made or entered into in Great Britain, in respect whereof any duty was made payable by the Act, nor any contract or agreement for such insurance as aforesaid, should be pleaded or given in evidence in any Court, or admitted in any Court to be good, useful, or available in law or equity, unless the vellum, parchment, or paper on which such insurance should be engrossed, printed, or written, should be stamped. It was held upon the terms of this Act, as, for instance, in the case of *Warwick* v. *Slade* (3 Camp. 127), by Lord Ellenborough, that no notice could be taken of the existence of an unstamped slip. In that case the defendants had withdrawn the authority of the plaintiff to effect an insurance for them between the times of the initialing the slip and the execution of a regular policy; and it was held that they were entitled to do so on the ground that the revenue laws forbade the Court from looking to the slip. By 30 Vict. c. 23, the wording of the law as to the duties on marine insurance is somewhat altered. By the 7th section of that Act it is provided that no contract or agreement for sea insurance shall be valid unless the same is expressed in a policy; and, by section 9, no policy shall be pleaded or given in evidence in any Court, or admitted in any Court to be good, or available in law or equity, unless duly stamped. By the 4th section (the interpretation clause) a policy is to mean any instrument whereby a contract or agreement for any sea insurance is made or entered into.

Subsequently to the passing of that Act the case of *Ionides* v. *The Pacific Insurance Company* (L. R. 6 Q. B. 674, 7 Q. B. 517, 20 W. R. C. L. Dig. 80, 81) was decided. In that case it was held that the slip, though not valid as a contract, could be given in evidence wherever it was material. This decision was followed by the cases of *Cory* v. *Patton* (20 W. R. 364, L. R. 7 Q. B. 304), *Lishman* v. *Northern Maritime Insurance* (21 W. R. 386, L. R. 8 C. P. 216), and *Morrison* v. *The Universal Marine Insurance Company* (21 W. R. 196, L. R. 8 Ex. 40, 197). In two of those cases one question discussed was whether concealment of a material fact becoming known to the assured after the initialing of the slip avoided the policy, and it was held that it did not. Apart from the question of the admissibility of the slip in evidence, which hardly appears to have been raised very distinctly in either of these cases, these decisions appear to be based on good sense and justice. Though there may be no valid contract made by initialing the slip, the parties may agree that, with reference to the time of such initialing, all questions with regard to the existence or non-existence of the conditions essential to a valid contract shall be decided. The contract of marine insurance being one *uberrimæ*

fidei, the law throws on the assured the obligation of disclosing material facts known to him during the negotiation of the bargain; but when the negotiation is concluded, and the assurer has finally made up his mind, when the parties have agreed that their rights shall be considered fixed in honour, there can no longer be any obligation in point of good faith to disclose anything. There is, however, the additional and independent question whether the slip is admissible in evidence for the purpose of showing the point at which the parties concluded their negotiation and became bound in honour. It seems rather to have been assumed by some of the judges in the decisions we have adverted to that a great and fundamental change in this respect was introduced by the 30 Vict. c. 23, and that the slip could not have been given in evidence at all under the 35 Geo. 3, c. 63.

We confess to feeling some doubt whether, on an accurate observation, the distinction between the wording of the two statutes is so easily substantiated as would appear from the expressions used by the judges. The reasoning employed is this. By the old law (35 Geo. 3, c. 63, s. 14) no contract for sea insurance could be pleaded or given in evidence unless stamped; the slip is a contract for sea insurance, and, therefore, was inadmissible under the old law. By the new law (30 Vict. c. 23, s. 9) no policy shall be given in evidence unless stamped; the slip though a contract for marine insurance is not a policy, and is, therefore, admissible in evidence, though not valid as a contract. We cannot find that in any of the cases much stress seems to have been laid on the interpretation clause (s. 4), in the 30 Vict. c. 23, in which it is enacted that "the word 'policy' means any instrument whereby a contract or agreement for any sea insurance is made or entered into." We cannot but think it doubtful, when this section is considered, whether the language of the later Act was really intended in any way to alter the law from that which it was under the former. The machinery of both the Acts seems perfectly similar. The protection of the revenue is insured in the former Act by the provision that no contract for marine insurance shall be made otherwise than in writing, which writing shall be deemed and called a policy of insurance, and shall be stamped. It then provides that no contract of insurance shall be admissible unless stamped. Similarly, the new Act provides that no contract of marine insurance shall be valid unless expressed in a policy, and the "policy" which, by the interpretation clause, means any instrument by which a contract of sea insurance is entered into, shall not be admissible unless stamped. If it were intended by the Act to make the difference suggested by the decisions, the interpretation clause certainly went a great way towards imperilling the efficacy of such intention. If the slip is a contract for sea insurance, which it is affirmed by some of the judges to be, it is difficult to say it is not an "instrument whereby a contract for sea insurance is made or entered into." We do not wish to express any doubt, however, as to the soundness of the decisions in *Ionides* v. *The Pacific Insurance Company* and *Cory* v. *Patton*. They seem so consistent with convenience and justice that a point should be stretched to support them if necessary. But it certainly seems to us more difficult than it seems to have been thought by the Court to support the construction that those decisions put on the 30 Vict. c. 23, if it is to be assumed that the right construction of the old Act was that the slip was inadmissible for any purpose. Whatever may be the effect of all the decisions on the old law—which we do not pretend to carry in our mind—without reference to them it seems to us that *à priori* there is a great deal to be said in favour of this construction of the old Act—viz., that the contract of insurance intended to be made the subject of duty was the same thing as that meant in the 11th section, which was to be called the policy, and that the 14th section referred to that only. If that be so, unless a slip was to be considered as a policy under the old Act, the slip ought not to have been considered as inadmissible under section 14. It was not the subject of duty, and it would seem very absurd to say that a document not liable to be stamped by the Act should be inadmissible for want of a stamp. But if the slip were a policy under the old Act there seems in the face of the interpretation clause of the new Act some difficulty in saying that it would not be a policy under the latter Act. The old Act says that "every written contract of sea insurance shall be called a policy," and the new Act says "the word 'policy' shall mean every instrument whereby a contract of sea insurance is made." Where is the difference?

It may be said, however, that it is not now very material to consider whether the supposed distinction between the old and the new law which is put forward as the basis of the decision in the cases we are discussing is well-founded or not; the really important question being the true construction of the new statute, and the nature and effect of the slip with relation to its provisions, but we cannot say that the decisions seem to have placed the question on a wholly satisfactory basis, ignoring as they do any difficulty arising from the wording of the new statute. If Blackburn, J., be correct in saying, as he does in *Ionides* v. *The Pacific Insurance Company*, that the slip is a contract, though not a policy, then, in order to support that case, and yet reconcile the different sections of 30 Vict. c. 23, it will be necessary to construe the interpretation of "policy" in section 4 in some rather strained sense—*e.g.*, as meaning any instrument by which a contract for sea insurance which, apart from the revenue laws, would be a legally binding contract between the parties, is effected. If the slip is not a policy, and a policy is the only instrument by which, under section 7, an insurance can be legally effected, then it would follow that the slip would not be an "instrument, &c., within the meaning we suggest. It is to be observed, moreover, that the schedule only imposes duties on "policies." The weakness of this construction seems to be that it gives very little or no meaning to the interpretation clause. It makes that clause say that a policy shall mean such instrument as is sufficient to effect a valid contract of insurance, and section 7 say that no contract of sea insurance shall be valid unless expressed in a policy, which resembles the expedient adopted in certain dictionaries, when, if you look under one head, you are referred to another, and on looking to the other are referred back again to the first. It may perhaps, however, be a fair rule of construction that there should be some laxity with regard to an interpretation clause, and that too great strictness should not be employed in its application to cases where it would interfere with what in its absence would appear the reasonable and natural construction of the enactment.

RECENT DECISIONS.

EQUITY.

Solicitor's Lien.

Belaney v. *Ffrench*, L.JJ. 22 W. R. 177, L. R. 8 Ch. 918.

The principle that a solicitor has a general lien upon his client's papers for any costs due to him as solicitor is subject to an exception, the limits of which are not clearly defined, in cases where the papers are required for continuing a suit. In *Ross* v. *Laughton* (1 Ves. & Bea. 349) Lord Eldon said that there was no case in which a solicitor receiving from his client papers in the course of a cause for the purpose of doing justice to such client had been suffered to refuse to produce them in that cause; but *Lord* v. *Wormleighton* (Jac. 589) seems opposed to this. It was a creditors' suit, and the solicitor was retained by the executor, who was a defendant. The executor died and the suit was revived against his representatives, who employed a different solicitor. Lord Eldon refused to order the executor's solicitor to pro-

duce papers for the purposes of the cause until his costs were paid, and in the course of his judgment he said (p. 582)—"My present impression is that the solicitor ought to be able to make use of the non-production of the papers to get what is due to him." In later cases the Courts have seemed inclined to apply the principle of *Ross* v. *Laughton* more frequently than that of *Lord* v. *Wormleighton*. Thus in *Clifford* v. *Turrill* (2 De G. & Sm. 1) the solicitor was discharged by the plaintiff after he had obtained and passed an order, and it was held that he must, notwithstanding his lien, produce the order for entry upon payment of twenty shillings for his attendance. In *Simmonds* v. *Great Eastern Railway Company* (16 W. R. 1100, L. R. 3 Ch. 797) the plaintiff became bankrupt, and the suit was revived by his assignee, who employed a different solicitor. The Lords Justices, affirming Giffard, V.C., held that the original solicitor must produce before the registrar documents required for drawing up the decree, notwithstanding his lien.

In the recent case of *Belaney* v. *Ffrench* the solicitors acted in an administration suit for the plaintiffs, who were the trustees, and also for two defendants who were beneficiaries. They were discharged from both retainers, and were subsequently ordered to hand over to the receiver in the cause certain plans required for the management of the estate, notwithstanding their lien.

The general result of these cases cannot be considered satisfactory. Great ingenuity is required to reconcile *Lord* v. *Wormleighton* (*ubi sup.*) with the other cases cited. In these last the order for production or delivery was expressly declared to be for the purposes of the suit only and not to affect the lien, but in most, if not all of them, the production of the particular documents on the occasion directed was all that was needed and after such production the lien became worthless.

COMMON LAW.

Charter-party—Time for Performance.

Jackson v. *Union Marine Insurance Company*, C.P., 22 W. R. 79, L. R. 8 C. P. 572.

The decision in this case cannot be regarded as final, because it was only the decision of two judges (Keating and Brett, JJ.) against one (Bovill, C.J.); because the law is new; and because, whether the decision is right or wrong, the reasons given for it are not altogether satisfactory. The question was, whether the plaintiff was entitled to recover on a policy on freight; that depended on whether the freight was lost by a peril insured against; and that again depended on whether, by reason of a delay caused by a peril insured against, the charterer was entitled to refuse to load a cargo under the charter-party. It is sufficient to say, as to the facts of the case, that the ship having taken the rocks while on her way to the port of loading, was delayed so long that the charterer was compelled to forward his cargo by another vessel. The jury found, in answer to questions put by Brett, J., first, that the time necessary for getting the ship into a condition fit to carry cargo was such as to make it unreasonable for the charterers to supply the agreed cargo at the end of that time; and, secondly, that the time was so long as to put an end, in a commercial sense, to the commercial speculation entered upon by the shipowner and the charterer. If, then, either of these findings would afford a defence to the charterer, in an action for not supplying a cargo, the plaintiff was entitled to succeed; if neither would afford a defence, he must fail. It was admitted by the majority of the Court, on the authority of *Havelock* v. *Geddes* (10 East, 555), *Hurst* v. *Usborne* (4 W. R. 458, 18 C. B. 144), and other cases, that the first finding would afford no defence, even if the delay had been due to the default of the shipowner, still less therefore where the delay happened, as in this case, without his default. This reduced the question to whether the second finding afforded a defence, and it was on this point that the majority of the Court decided for the plaintiff. Their decision is founded on the cases which have established that, where the default of the shipowner has occasioned such a delay as to frustrate the object of the voyage, the charterer is thereby discharged from his obligation to load a cargo (*Freeman* v. *Taylor*, 8 Bing. 124; the opinion of Willes, J., in *M'Andrew* v. *Chapple*, 14 W. R. 891, L. R. 1 C. P. 643; and the ruling and *dicta* in *Havelock* v. *Geddes*, *ubi sup.*, and *Tarrabochia* v. *Hickie*, 1 H. & N. 183, 5 W. R. C. L. Dig. 233). This principle they think equally applicable to the case when the delay happens without the default of the shipowner. The difficulty of applying it, however, consists in this, that where there has been a default causing delay, the frustration of the voyage which is thereby occasioned gives a defence to the charterer, but not of course a defence to the shipowner; the frustration, in fact, is the frustration of the purposes of the charterer, not of the purposes of the shipowner. This, then, is easily ascertained. But when the delay is not caused by the shipowner's default, the release from the obligation of the charter-party is (and it is so stated by the majority of the Court) a release of both equally. But here the difficulty arises that what frustrates the purposes of the one by no means necessarily frustrates the purposes of the other. There is not any joint commercial speculation, in which the interests are common; but there is a bargain in which the interests may be, and in fact usually are, widely different; what will make one desirous of escaping from the contract will make the other desirous of holding to it. The majority of the Court therefore seek a test which shall be applicable to both the contracting parties, and they express it thus, that the time when it will become possible to perform the contract is so remote that "it could not have been at the time of making the contract in the contemplation of either the charterer or the shipowner as a time in any way applicable to the commercial speculation of either of them," . . . "the reason being that the contract is not applicable, and could not in the mind of either party have been considered as applicable, at the time of making it, to the earning of profit either by the shipowner or the charterer, by reason of the transport of goods at so remote a period, under mercantile contingencies, and on mercantile considerations, which must be absolutely different from and unconnected with any consideration then between them." This is in effect applying to such a contract a test similar to that applied in *Taylor* v. *Caldwell* (11 W. R. 726, 3 B. & S. 826) and *Appleby* v. *Myers* (L. R. 2 C. P. 651, 15 W. R. C. L. Dig. 127); but it must be admitted that it is a test much more difficult of application in such a case, and it is certain that there was not in the present case any such remoteness in the time of possible performance as existed in some of the early cases where the charterer was held to his bargain. It must also be admitted that no case previously decided goes so far, and that the decision can only be reconciled with earlier cases by saying that the test now proposed had not at that time suggested itself as one suitable for their decision. Is the test in fact one which can be fairly applied in such a case? This seems doubtful. The observation of Bovill, C.J., seems a very just one, that the finding of the jury "proceeded mainly upon the intention and objects of the *charterer* in agreeing to load the vessel," and it is impossible not to suspect that this is likely always to happen, and that it will hardly be possible in any case to weigh fairly whether the circumstances of *both* parties answer the test. It is to be observed that the majority of the Court rely much on the *dicta* of Blackburn, Bramwell, and Brett, JJ., in the House of Lords in *Rankin* v. *Potter* (22 W. R. 1, L. R. 6 H. L. 83); but it is singular that in those *dicta* the only test that is referred to is, not the double test now proposed, but the single test, whether the charterer could be reasonably required to wait so long. This is admitted by Blackburn, J., to be contrary to *Hurst* v. *Usborne* (4 W. R. 458, 18 C. B. 144), which,

however, he is prepared to overrule. Now it cannot be denied that it would be a reasonable and convenient rule to lay down, that in every such contract it should be an implied term, by way of condition precedent, that the shipowner, who is to do the first act, should be ready to do it within a reasonable time "as between him and the charterer"; and as the test proposed in *Jackson* v. *Union Marine Insurance Company* must practically come to the same thing, the question arises whether it would not be better boldly to depart from the language of the earlier cases, and to establish that rule as one more in accordance with common understanding, and with the expectation under which mercantile enterprises are in fact entered upon. The tendency of several recent decisions has certainly been in this direction, and we should not regret it if that result were actually reached. Meanwhile the present decision must be considered not free from doubt.

REVIEWS.

THE SANITARY LAWS.

A Manual of Public Health. By W. H. Michael, F.C.S., Barrister-at-Law, W. H. Corfield, M.A., M.D. Oxon., and J. A. Wanklyn, M.R.C.S. Edited by Ernest Hart. Smith, Elder, & Co.

This work is divided into three parts, which treat respectively of three classes of matters connected with the administration of the Sanitary Laws, viz., matters legal, medical, and chemical. Each of such parts is the work of a gentleman of experience in the branch of knowledge involved. The first part is a popular treatise on the provisions of the Sanitary Acts. It treats first of the various authorities engaged in the administration of those Acts, and then of the various provisions of the Acts under different specific heads, such as "Roads and Ways," "Sewers," "Water Supply," &c. It must not, however, be supposed from the title of the work that the legal part of it would form a sufficient legal manual for persons who may be called upon in the administration of the Acts carefully and accurately to consider legal questions which may arise. We have always felt some doubt as to the extent to which paraphrases of the provisions of a statute are practically useful, more especially when, as in the present case, the text of the statutes is not given or any references to their provisions as authorities for the statements made. Speaking as lawyers, we cannot help thinking we should find it more easy to get a fair general knowledge of a subject, by glancing over the provisions of the statute itself, with such assistance as an annotated edition might give, and no person could safely venture to act in practice upon a mere paraphrase. It must not, however, be supposed that we intend to impute any blame to the author of the legal part of the book or to depreciate the manner in which his task has been performed. It is obvious that it would have been hardly possible consistently with the general scope and *calibre* of the work to have treated the subject otherwise than he has done, and, as far as we can judge, he has given a clear and well-arranged *resumé* of the leading provisions of the Sanitary Acts, interspersed with sensible remarks on the subject of sanitary matters regarded in a legal aspect.

In this part are also included tables of reference to the provisions of the Sanitary Acts conferring powers and imposing penalties, and various useful precedents are likewise embodied—as, for example, precedents of bye-laws for an urban sanitary authority, of regulations with regard to waterworks, &c. With regard to the form of bye-laws given, it was no doubt, as the author remarks, largely adopted by the local boards before the consent of the Local Government Board became necessary in respect of bye-laws, but though, in the absence of any precedents promulgated by authority, it may be useful for reference in framing bye-laws, it must not be assumed, as a matter of course, that all the provisions in the precedent are valid, or such as would be approved of by the central authority. On a cursory inspection of the bye-laws we notice various provisions of a stringent character, as to which there seems considerable ground to doubt whether they come within the authority given by the statute to make bye-laws. Bye-laws similar to those forbidding persons to erect new streets or buildings without giving a notice of a certain time have been already held bad. (See *Hattersley* v. *Burr*, 14 W. R. 864, 4 H. & C. 523.) We observe that the author, as a sound lawyer, gives a timely warning against departing from the letter and attempting to act in the "spirit" of the Sanitary Laws, a warning by no means unnecessary, as every one familiar with the proceedings of local bodies and sanitary enthusiasts well knows.

With regard to the second and third parts of the book we must necessarily speak with some diffidence, as they treat of matters not within our special province. The second part relates to the practical duties of the medical officer, and what may be termed sanitary science—*e.g.*, engineering questions, drainage, water supply, the prevention of epidemics, &c. The third part contains a short treatise on what may be termed sanitary chemistry. It gives a description of the different modes of testing the purity of water, air, and various ordinary articles of food. These parts of the book appear to us interesting, and, as far as we can judge, useful; but the exact extent of their usefulness we cannot, of course, undertake to estimate. We are not able, therefore, to judge as to the sufficiency of the work as a manual for the purposes of local authorities and medical officers of health; but we may say that it is an interesting treatise on the subjects with which it deals, and even if it be no more, such works are useful in familiarising the general public, who would, perhaps, not read more elaborate works, with the general features of a subject. We regret that there should be no index to the book, though this is, perhaps, to some extent, compensated for by the copious marginal notes.

INCOME TAX LAWS.

The Income Tax Laws at present in force in the United Kingdom, with Practical Notes, Appendices, and a Copious Index. By Stephen Dowell, M.A., of Lincoln's-inn, Assistant Solicitor of Inland Revenue. Butterworths.

Mr. Dowell's subject is far from attractive, but a perusal of his preliminary observations is calculated to excite contentment and an inspection of his "list of Acts" astonishment. By the former we are reminded that in 1806 the income tax was raised to two shillings in the pound; from the latter we learn that the statutes passed on the subject after the 5 & 6 Vict. c. 35, already amount to forty-nine in number. A considerable part of this handsome volume is occupied with the 5 & 6 Vict. c. 35, but the material parts of the subsisting provisions of the subsequent statutes are given, and the legislation on the subject is brought down to last session. An appendix contains the Acts referred to in 5 & 6 Vict. c. 35, and another appendix is devoted to enactments relating to income tax contained in Acts not otherwise relating to revenue. The cases on the Acts are referred to in notes, cross references are also given; and a copious index enables the reader to find with ease any section of the numerous enactments. We regret to learn from the introduction that accident has prevented Mr. Dowell from carrying out his design of including in the work a history of taxation in this country, with a view to showing the causes which have from time to time led to the alteration of the income tax. We cannot doubt, however, that in its abridged form the work will prove of much service to persons engaged in the administration of the income tax laws and to the practitioner on the points which frequently arise in reference to these laws, and we hope that, in place of the history he projected, Mr. Dowell may some time have to write a history of the causes which have led to the abolition of the income tax.

NOTES.

Two applications made to the Chief Judge on Monday for the committal of trustees in bankruptcy for contempt of court, under section 55 of the Bankruptcy Act, 1869, in not having forwarded a certified statement of accounts to the comptroller in bankruptcy, were refused upon the ground that notice of the application had not been served in the manner prescribed by the rules. By rule 178 an application to commit for contempt is to be supported by affidavit, and to be filed in the Court, and by rule 179, "upon the filing of such application the Registrar shall fix a time and place for the Court to hear the application, and shall issue a notice to be served by an officer or high bailiff of the Court personally on the person sought to be committed three days at the least before the day of hearing the application, unless the Court shall, by order upon good cause shown, direct service of the notice to be made in some other manner, in which case it shall be served together with a copy of the order in the manner so directed." In both the cases referred to, the notice had been served personally, not by an officer of the Court, but by the solicitor of the applicant, and the Chief Judge held the service insufficient. As more than ordinary strictness is required in matters affecting the liberty of the subject, it seems worth while to call the attention of practitioners to the provisions of the above rules.

In another case before the Chief Judge on Monday, of *Ex parte Löwenthal*, a debtor's summons had been issued on behalf of a banking co-partnership upon an affidavit made by their registered public officer, in which he stated that he was only authorised to make the affidavit on their behalf, but did not state that he was authorised to sue out the summons. The Chief Judge held that there was a sufficient compliance with rule 15, which provides that a debtor's summons may be sued out by the public officer on behalf of such a co-partnership, on such public officer filing an affidavit stating that he is such public officer, and that he is authorised to sue out such debtor's summons. His Lordship does not appear to have construed the rule with such strictness as the Court of Appeal did in *Ex parte Leathley, Re Hodges* (21 W. R. 301, L. R. 8 Ch. 204), where Lord Selborne remarked that a debtor's summons was a proceeding involving very important consequences, and that the proper form must be strictly pursued.

On Wednesday last, upon an application being made to Hall, V.C., that a cause, which stood in the day's list, and was marked to be heard with a *viva voce* examination of witnesses, might be allowed to stand over till Monday next, the Vice-Chancellor remarked that the application should have been made before the cause was in the paper of the day of hearing. Counsel replied that Wickens, V.C., had declined to listen to applications of this kind till the cause was in the paper. The Vice-Chancellor said the present rule was inconvenient; and was, in fact, simply tantamount to directing a cause to stand over generally. In future applications to postpone the hearing of causes must be made to the Court when the causes stood out of the paper for hearing.

The "cause of action" difficulty came before the Common Pleas on Wednesday in a case of *Vaughan* v. *Weldon*, in which a rule was obtained last Term by Thesiger, Q.C., to set aside the writ on the ground that the whole cause of action did not arise within the jurisdiction. Lord Coleridge, C.J., said that, having regard to the inconvenience of a different practice in the courts, the court would postpone its decision, and confer with the judges of the other courts, to see if a general rule could be framed binding on all the courts, and uniformity of practice be thus restored.

On Wednesday the Lords Justices, in a case of *Ex parte Waterer*, decided that when the creditors have, under the provisions of the 279th rule of 1870, appointed a trustee for receipt and distribution of a composition, a particular creditor, with regard to whom the trustee has committed a default, cannot be allowed upon that ground to prosecute an action against the debtor for the recovery of his original debt. Mellish, L.J., intimated an opinion that in such a case the trustee would not be bound, as the debtor would, to seek out each creditor and tender the composition to him, but that the creditors must go to the trustee whom they have chosen and demand their composition from him.

GENERAL CORRESPONDENCE.

"Mobilia Sequuntur Personam."

[*To the Editor of the Solicitors' Journal.*]

Sir,—The recent decision of the Lord Chancellor in *Freke* v. *Lord Carbery* (21 W. R. 835, L. R. 16 Eq. 461) seems to be of unusual importance. It is to the effect that in the application of the above maxim, English leaseholds are to be considered immoveables and not moveables, because "so strong is the force of the immoveable character where it is found, that it will attract to itself *primâ facie* things which are ambiguous, at least to the extent of obliging other nations to recognise the law of the place where the immoveable property is situate, as entitled to lay down the rule with regard to those ambiguous things connected with it."

But how does this rule operate with reference to things moveable by nature, but immoveable by *lex loci*? For instance, beasts of the plough are moveable by nature; they could fall within the category of "*se moventes*," which Grotius (B. & P. 3, 6, 11), couples with "*res mobiles*;" but by the Code Napoleon 524 they are regarded as "*immeubles par destination*." If a domiciled Englishman dies possessed of beasts of the plough in a country where the Code Napoleon prevails, how shall it be decided whether the succession to such beasts is to be governed by *lex domicilii* or by *lex loci*? To English apprehension they are by nature moveables without ambiguity. If the foreign court claims to govern the succession on the ground that they are immoveables by its law, who shall settle the question?

Again, the distinction between heritage and moveables in Scotch law depends upon peculiar views. Leases of lands and tenements, although admitted to be "properly speaking personal rights arising out of contract," are heritable in so far as regards succession. The reason is that "all rights bearing a tract of future time are heritable;" and therefore leases of moveables, such as tolls or customs, are regarded a heritable. Suppose, then, a domiciled Englishman to die possessed of a lease of Scotch tolls, how is it to be settled whether such lease is immoveable or moveable? Can it be said that there is anything in the nature of a toll sufficiently ambiguous to require the decision of *lex loci* upon its moveable or immoveable character?

Again, it is of the utmost consequence that, whatever be the rules of international law, they should be interpreted in the same way in different countries. How is this to be accomplished in the cases put? How can it be made certain that if beasts of the plough and leases of tolls, similar and similarly situated, are at some future time among the assets of domiciled Germans, Russians, or Greeks, Germany, Russia, or Greece will, for the purposes of succession, regard such assets in the same light as England may have done in the cases proposed?

The truth would seem to be that a fallacy lurks in the word ambiguous, and that whether the moveable or immoveable character of an asset is regarded as ambiguous or not depends a good deal on the nationality of the observer. Moreover, if it be assumed that all property can be divided into two broad classes—things by nature immoveable and things by nature moveable—it will be found that, while the tendency of one *lex loci* is to include among its moveables many immoveables, that of another *lex loci* is equally strong to include among its immoveables many moveables. The rule laid down in the Lord Chancellor's judgment would seem to provide for the first tendency and not for the second. But the view which the judgment overrules, and for which the losing side contended would seem to provide for both tendencies and for uniformity in its own interpretation. Once establish the principle that, in cases of foreign assets, each *lex loci* is to determine by its own rules which of such assets are immoveables, and therefore within its jurisdiction, and that the residue are to be regarded as moveable and subject to

lex domicilii, and you remove all questions as to latent or, patent ambiguities of nature, and all risk of conflicting decisions on the nature of the same objects. B.

American Feeling to England.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Doubtless you have seen the sta tement made by that eminent professor Mr. Goldwin Smith in a recent speech, "that the Americans hate England."

As your Journal has an extensive circulation in America, I trust you will kindly insert this letter, and permit me to say that, having travelled through a considerable part of the United States, I have invariably found that the American people, whether at their homes or hotels, on the railroad cars or steamboats, manifested nothing but kindness towards me and admiration of my country, and my experience, extending over a period of eighteen months' close intercourse, is in all respects contrary to Mr. Goldwin Smith's assertion. Robert W. Haynes.

Bell-yard, Temple-bar, Jan. 20.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord Romilly.)

Oct. 30, 1873.—*Re the India and London Life Assurance Company, Mackenzie's Executor's case.*

Company—Agreement to take shares—Executor—Lapse of time—Specific performance—Contributory.

On the formation of a company in 1846 *an applicant for shares paid a deposit on the shares allotted to him, and was entered on the company's register of shareholders, but he never executed the company's deed of settlement (the execution of which was obligatory on every original shareholder), and consequently he was not returned as a shareholder to the Joint Stock Companies Registry Office. No steps having been taken by him or, on his death shortly afterwards, by his executors to complete the title to the shares, in* 1872 *the company was ordered to be wound up, and, the official liquidator having placed the surviving executor's name on the list of contributories, it was*

Held, that this question must be treated as a case of specific performance, and that the executor could not be made a contributory after so long a time had elapsed.

This was an application by the surviving executor of a Mr. Mackenzie to take his name off the list of contributories of the India and London Life Assurance Company under the following circumstances:—

On the 16th April, 1846, the India and London Company was formed under a deed of settlement of that date, and was completely registered on the 25th April, 1846, under the Act 7 & 8 Vict. c. 110.

In July, 1846, 100 shares of £50 each were allotted to Mr. Mackenzie in consequence of an application by him, and he paid the sum of £2 per share, which was the amount required by the company to be paid on allotment. He then received a letter from the company telling him that the certificates of the shares would be given to him on his executing the deed of settlement.

Mr. Mackenzie's name was entered on the register of the company in respect of the shares, but he died in December, 1846, without having executed the deed of settlement (the execution of which was obligatory on every original shareholder), or received the share certificates. And his name was never included in the return of shareholders required by the Act to be made to the Joint Stock Companies Registry Office.

On the 11th May, 1847, confirmation of Mr. Mackenzie's estate and effects was granted to his trustees and executors according to the form prescribed by the law of Scotland, and in the official inventory filed by them under the deed of trust, disposition, and settlement which appointed them (and which had been executed by Mr. Mackenzie in September, 1842), the 100 shares in the India and London Company were included as part of Mr. Mackenzie's personal estate. Some correspondence passed in the year 1847 between the executors and the company, but no further steps were taken. Neither Mr. Mackenzie nor his executors ever received or were ever offered any of the dividends which were from time to time declared by the company.

In 1860 the India and London Company transferred its business to the European Assurance Society, and a call of £15 per share was made upon the shareholders of the company for the purpose of carrying out the arrangement. Mr. Mackenzie's executors were however never asked to pay, and never did pay, that call.

On the passing of the Companies Act, 1862, the European Society and the India and London Company were both registered under that Act, and Mr. Mackenzie's name was then returned for the first time as a shareholder of the company.

Both the society and the company were subsequently ordered to be wound up, and the joint official liquidator under the European Assurance Society Arbitration Acts, 1872 and 1873, had placed the name of Mr. Mackenzie's sole surviving executor and trustee on the list of contributories of the company.

Southgate, Q.C. (*Woodroffe* with him), for the executor.—In point of fact this is a suit for specific performance of a contract to take shares entered into by the executor's testator as long ago as 1846. If we were now in 1847 I should have no defence to the case. The lapse of time alone is an answer to a suit for specific performance. Under the Act of 1844 a "shareholder" is defined as "any person entitled to a share in the company and who has executed the deed of settlement or a deed referring to it." Mr. Mackenzie agreed to take shares, but he is not a shareholder, and the company have not attempted to enforce the contract from 1847 to the present time.

Higgins, Q.C. (*M. Cookson* with him), for the joint official liquidator.—I agree that technically Mr. Mackenzie never became a shareholder, but still he may be a contributory. The executors accepted these shares, as is shown by the inventory filed by them, and by the correspondence between them and the agent of the company. On the 28th April, 1847, the manager of the company writes that the company will accept the executors as shareholders, without insisting on an English probate of Mr. Mackenzie's will. Who is then responsible for the lapse of time? The deed contains the most explicit provisions, showing how executors may make up their title as far as regards the company. The executors never carried out these provisions, and we had no object in compelling them to do so. That Mr. Mackenzie, though not technically a shareholder, would have been certainly liable to be a contributory is clear from the 200th section of the Act of 1862. See also *Luard's case*, 8 W. R. 297, 1 De G. F. & J. 533; *Yelland's case*, 5 De G. & Sm. 395; and the cases collected in Lindley on Partnerships, 3rd edition, p. 133. What was wanting to be done here was a mere formality. At any moment between 1847 and 1860 there was an absolute right in these executors to come in and say: We claim the whole arrears of dividends, we claim now the right to sell and transfer these shares; and the company would have had no power to resist the application. *Cookney's case*, 26 Beav. 6, and on appeal, 7 W. R. 22, 3 De G. & J. 170, and *Strafton's Executor's case*, 1 De G. M. & G. 576, as well as a number of cases in the 2nd Vol. of Lindley on Partnerships, 3rd edition, p. 1400, where persons who have agreed to take shares, although not strictly shareholders, were made contributories, support the contention I have been advancing. I submit that lapse of time makes no difference, for we were not bound to move, but they were always in a position to assert their rights to these shares. The question is now a question between these people and the creditors of the company, and I submit that this gentleman ought to be settled on the list of contributories for the shares in question.

Lord Romilly.—I think that the executor of Mr. Mackenzie ought not to be put upon the list of contributories. There are in these cases always two points which occur very strongly according to the manner in which the case is brought before the Court. Whenever a long lapse of time has taken place, if the company has made profits, then the application is by the shareholder to obtain the profits and to claim the benefit of the shares, but if on the other hand the company has failed in making any profits, then the application is by the company to make the shareholder

* Reported by R. Taunton Raikes, Esq., Barrister-at-law.

a contributory. Now, I think both of these cases are to be treated as cases of specific performance. There is of course, in both cases, a degree of lapse of time for which the party who has been guilty of the *laches* must be held to be responsible. I agree with what Mr. Higgins says that it was not for the company to make any application on the ground of specific performance, because they were not required to bind the party who was applying for the shares. But the application here is an application more than twenty years after allotment, and such a lapse of time has always been considered more than sufficient to bar the claim. And the application is that the executor shall be made a contributory to the company for the whole of that time, just as if he had been taking the benefit of the profits of the company during the period. A person if he were likely to obtain assets could not maintain a claim to be put on the list. So here he cannot be liable to be put on the list as a contributory.

Southgate, Q.C.—Your Lordship will give us the costs out of the estate?

Lord ROMILLY.—Yes.

Solicitors for the joint official liquidator, *Mercer & Mercer*.
Solicitors for the executor, *Kennedy & Hughes*.

Oct. 31.—*Re The European Assurance Society, W. H. Bentinck's case.*

Company—Infant shareholder—Contributory.

The name of an infant to whom shares have been transferred may be struck off the list of contributories, although his transferor cannot be found, and is accordingly not before the Court.

This was a summons issued on the 14th March, 1873, praying that the name of W. H. Bentinck might be removed from the list of contributories of the European Assurance Society, and that the name of Edward Gray might be substituted for it.

The facts were briefly as follows:—On the 7th July, 1866, Mr. Bentinck (being then in his sixteenth year) purchased from Edward Gray and became the registered holder of 100 shares in the European Assurance Society. The deed of transfer to Mr. Bentinck was as follows:—

"No. 1,428.

I, Edward Gray, of Norfolk-cottages, Camberwell, gentleman, in consideration of the sum of £25 paid to me by William Henry Bentinck, of Lord-street, Southport, gentleman, do hereby transfer to the said William Henry Bentinck 100 shares, numbered 176,766 to 176,865, both inclusive in the undertaking called 'the European Assurance Society.' To hold unto the said W. H. Bentinck, his executors, administrators, and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof. And I, W. H. Bentinck, do hereby agree to take the said shares subject to the same conditions, and to the provisions of the deed or deeds of settlement of the said society. As witness our hands and seals the seventh day of July, 1866;" and was signed, sealed, and attested in the usual manner.

The purchase was effected by a shareholder in Manchester, and it appeared from Mr. Bentinck's own statement that he gave the order for the purchase himself; that the purchase-money was supplied to him for the purpose by his mother out of her separate estate, and that he never saw or had any knowledge of Mr. Gray, the transferor, or of his residence.

In July, 1867, Mr. Bentinck received an interest warrant for £1 8s. 9d., and in February and August, 1868, two further interest warrants for like amounts in respect of the 100 shares. Each of these interest warrants was addressed to him as a proprietor, and was signed by him in that capacity.

Since the 17th October, 1872 (on which day Mr. Bentinck attained twenty-one), he had repudiated the ownership of the shares, but when he first became proprietor, and when he received the interest warrants the society had no reason to suppose that he was not of full age.

On the 20th September, 1871, the society had issued a writ in the Common Pleas against Mr. Bentinck for calls in respect of the shares, and an appearance had been entered on his behalf, but no further steps in the action had been taken pending this arbitration.

It further appeared from Mr. Bentinck's statements that full inquiries had been made to find Mr. Gray, but without success, and that consequently it had been impossible to serve him with the summons, and Mr. Bentinck submitted that he was under no obligation to find him.

Under these circumstances the questions for the arbitrator were, first, whether Mr. Bentinck's name ought to remain on the list of contributories of the society, and, secondly, whether Mr. Gray's name ought to be substituted or it.

Hemming, for Mr. W. H. Bentinck.—Mr. Bentinck asks that his name may be struck off the list of contributories on the well-established ground that unless when he comes of age he ratifies what purported to be a contract entered into by him while an infant, that contract is absolutely null and void, and *a fortiori* where, as stated in the case, he repudiated it. The transferor cannot be found, but it is wholly immaterial whether he is brought here or not. The transferor is never required to be brought before the Court: *Wilson's case*, 17 W. R. 979, L. R. 8 Eq. 240; *Fyfe's case*, 17 W. R. 978, L. R. 4 Ch. 768.

M. Cookson, for the joint official liquidator.—This is not a case in which an infant has been used as a puppet. He got the money from his mother, who supplied it out of her separate estate, and he bought the shares himself. He received and endorsed the interest warrants himself and obtained the money upon them. The winding-up order of this society was on the 12th January, 1872, and Bentinck attained his age of twenty-one years on the 17th October, 1872, and it is stated that since that date he has repudiated the ownership of the shares. Here the repudiation does not come while it was doubtful whether these shares were or were not beneficial, and when a *restitutio in integrum* might have been effected. This is a case where an infant has made a misrepresentation, during his infancy, to the society, and through the society to its creditors. He allows his name to be returned upon the list of shareholders of the company, which is by Act of Parliament open to every person in the world upon payment of a small statutory fee, and he leads all persons who inspect the register and all creditors who trust to the register, to believe that he cannot repudiate the shares. The general principle upon which the Courts of Eqity have acted is laid down by Lord Cranworth in *Money* v. *Jordan*, 2 De G. M. & G. 318.

Lord ROMILLY.—There was no infant in that case.

Cookson.—I only cited it for the general principle. *Wright* v. *Snowe*, 2 De. Gex & Sm. 321, is a case of infancy. In *Overton* v. *Banister*, 3 Hare, 503, your Lordship as counsel quoted the words of Lord Chancellor King—"Infants have no privelege to cheat men;" and in bankruptcy the same principle has been held in the case of infants: *Ex parte Watson*, 16 Ves. 265; see also *Vaughan* v. *Vanderstegen*, 2 W. R. 599 and 642, 2 Drew. 363 and 408; *King's case*, 6 W. R, 640, 3 De G. & J. 63. What is repudiated here is not the contract, but the liability. It would have been different if the transferor could now be brought before the Court, but he is not here; and it has been a principle followed throughout this arbitration by Lord Westbury that where, after the winding-up order, an application is made to remove a name, a substitute is required. Mr. Bentinck has got the society's money in his pocket, and, at all events, that money must be refunded with interest to us.

Lord ROMILLY.—I will not trouble you, Mr. Hemming, to reply in this case. It is quite settled that an infant cannot be made a shareholder. It is no contract at all unless after he comes of age he does some act to affirm or to confirm it.

Mr. Cookson has put this case as if it were like bankruptcy or felony. Bankruptcy depends entirely on statute. As to felony, of course an infant can commit felony, or commit fraud, or commit a robbery; it is no excuse for him to say, when he is brought up, I am a boy of seventeen; it is no excuse to say that he was an infant at the time; if he was old enough to know what he was about, no doubt he would be liable for the fraud he had committed, or for the crime he had committed. That is perfectly distinct; and the statutory provisions make the same distinction in cases of bankruptcy. There are several cases where the act which has been done has been considered in the nature of a felony, or in the nature of a crime; but that does not apply to the case of an infant who has taken shares or has accepted an interest. The distinction is perfectly plain. Here no fraud is committed against the company or against any

particular person. A fraud is committed if an infant goes and sells shares to a transferee, and tells him positively, I am of age, and I can prove to you that I am of age, and induces him thereby to take the shares. That is a different case; but on his merely taking shares in the company, is the company bound to see that he is of proper age?

In all the cases that have come before me I have always taken the infant's name off upon the mere proof of his being an infant. If Gray were here, there is no question that he would be taken off, and Gray's name put on. Does his absence make any difference? It makes this difference, that he might require strict proof that he was an infant at the time. That proof he is entitled to have, but he is entitled to nothing further.

I think, as Bentinck repudiates the contract, he cannot claim any benefit under it, and he must repay the sums of money he has received. It is not a case in which I can give any costs; it is not a case I can look upon with any favour; but it is the case of an infant being made a partner, which the liquidators are not able to maintain. Therefore, I shall make an order that his name be struck off the list, and that he repay the three sums of £1 8s. 9d. each, and no costs shall be given to him.

Hemming.—We never objected to pay these three sums back.

Lord ROMILLY.—I cannot give him any costs.

Solicitors for the joint official liquidator, *Mercer & Mercer.*

Solicitor for Mr. Bentinck, *Duncan & Murton.*

COMMON PLEAS.

(Before Lord COLERIDGE, C.J., KEATING and DENMAN, JJ.)

Jan. 15.—*In re An Attorney.*

Garth, Q.C., on behalf of the Law Society, moved for a rule calling upon an attorney to answer the matters of certain affidavits. It appeared that the attorney acted as the solicitor of the executors of a will, under which freehold property was devised to the wife of a Mr. C. Soon after the probate of the will the attorney informed Mr. C. that he and his wife were liable to pay one third of the debts of the testator, and the costs of probate and administration, and requested him to furnish the necessary funds. On Mr. C.'s stating that he was not in a position to do so, the attorney advised him to mortgage the devised property for £250. This amount Mr. C. instructed the attorney to obtain on mortgage of the property, and in November, 1872, Mr. C. and his wife executed a mortgage deed, and the sum of £250 was paid by the mortgagee to the attorney. Of this amount he paid Mr. C. altogether in four sums £95, but retained £155. After frequent applications to the attorney with reference to the application of this balance Mr. C. consulted another solicitor, and no explanation being forthcoming, the Law Society was at length communicated with, and Mr. Williamson wrote to the attorney, who, after a month's delay, replied to the effect that the executors' accounts would be lodged at the Stamp Office and the duties paid in a few days, and that whatever balance might then remain would be handed over to Mr. C.; but he thought that the succession duty and other claims would absorb the balance. Six months had elapsed, but no account had been rendered and no further explanation given.

The COURT granted a rule.

COUNTY COURTS.

LIVERPOOL.

(Before J. F. COLLIER, Esq., Judge.)

Jan. 21.—*The "Erminia Foscolo."*

The master of a vessel, calling at a port for orders, borrowed money for the purpose of paying the wages of a seaman entitled to his discharge at that port.

Held, that the money was a necessary for which the owners were suable.

The facts of this case appear in the judgment.

His HONOUR said—This is an undefended suit against the Italian barque *Erminia Foscolo* and her owners for necessaries. The facts, as they appear from the evidence, are these:—The vessel sailed from Akyab to Falmouth for orders, arriving at the latter port on 3rd October last. The captain applied to Messrs. Fox and Co. for £15, stating through their Italian clerk that the money was wanted for necessaries for the ship. The money was advanced and laid out in this way, viz.:—£3 for provisions, and the remainder in paying the wages of a seaman who had shipped at Akyab for the first port in England, and who claimed his discharge, and was discharged at Falmouth. Messrs. Fox now seek to recover this £15 in the present suit. There is ample authority to show that money advanced for, and *bonâ fide* laid out in necessaries, differs in no respect from necessaries themselves. The only question is, whether in the present case what the money was expended on comes within the definition of necessaries. I have no doubt about the provisions. I think it is clear that they were necessaries. The case of the wages of the seaman presents more difficulty, and is, I believe, novel. The definition of necessaries in the older cases has received a wider interpretation in the recent case of *The Riga*, 20 W. R. 927, L. R. 3 A. & E. 516. Sir Robert Phillimore in that case adopted the doctrine laid down by Lord Tenterden in *Webster* v. *Seekamp*, 4 B. & Ald. 352, that, "whatever is fit and proper for the service in which a vessel is engaged, whatever the owner of that vessel as a prudent man would have ordered, if present at the time, comes within the meaning of the term necessaries, as applied to those repairs done or things provided for the ship by order of the master, for which the owners are liable." The seaman's wages were not repairs done or things provided, but I think the same reasoning may be applied to them, and I am of opinion that the owner, if on no other ground, on the ground of prudence would, if present, have paid them, for if he had not, his ship would have been liable to arrest. The same consideration operates in inquiring whether or not they come within the meaning of the word necessaries. The primary and obvious meaning of a necessary is something without which the ship would be unable to continue her voyage. The seaman is entitled to his wages, and he is entitled to institute a suit, and arrest the ship unless they are paid. The captain is not bound, I think, to wait to see if the ship is arrested; on the contrary, he is bound to fulfil his contract, the probable alternative being the arrest of the ship, and he swears that without the £15 he had not enough to pay the wages. I have come to the conclusion that they were, under these circumstances, necessaries. Although, as far as I can discover, there is no case in the books exactly like the present, still there are two which, I think, may be quoted as fortifying my opinion. The case of *Robinson* v. *Lyall*, 7 Price 592, in which the plaintiff, a ship chandler at Portsmouth, brought an action against the owners of a vessel for money advanced to the captain to pay seamen's wages, Portsmouth being the port of discharging, and it was held that he could recover on the ground that the money was necessary for the use of the ship, and the case of *The Henry Reed*, 7 W. R. 180, in which money advanced for the payment of seamen's wages was allowed to be recovered in the Admiralty Court; but it is only right to state that in deciding the latter Dr. Lushington said that he was extending the law, and that this case was not to constitute a precedent. One ground for that decision seems to have been that the case was unopposed in that respect; at any rate, it is a precedent for this one. For the foregoing reasons I hold that Messrs. Fox are entitled to recover the sum claimed in this suit with costs.

Thursday was "grand day" in Hilary Term at the Middle Temple. Among the guests were the Rev. Dr. Vaughan, Master of the Temple; Chief Justice Coleridge, Sir Samuel Martin, Mr. Justice Quain, Mr. Justice Archibald, the Rev. Alfred Ainger, Reader of the Temple; and Mr. Charles Shaw, the Under-Treasurer. The Benchers present included Mr. Kenyon, Q.C., the Treasurer; Vice-Chancellor Hall, Mr. Anderson, Q.C., Mr. Greene, Q.C., Mr. Gray, Q.C., Mr. Milward, Q.C., Mr. Little, Q.C., Mr. Cole, Q.C., Mr. Roxburgh, Q.C., Mr. Higgins, Q.C., Mr. Edlin, Q.C., Mr. Charles Clark, Sir Thomas Henry, and Sir T. Erskine May. During dinner "The Health of the Queen" was proposed by the Master, and received with much enthusiasm. Afterwards, as they passed down the hall, the guests of the Inn were warmly cheered.

APPOINTMENTS.

Mr. RICHARD PAUL AMPHLETT, Q.C., who has been appointed to the Judgeship in the Court of Exchequer, vacated by Sir Samuel Martin, is the eldest son of the late Rev. Richard H. Amphlett, rector of Hadzor, Worcestershire, and was born in the year 1809. He was educated at a grammar school in Staffordshire, and at St. Peter's College, Cambridge. He was sixth Wrangler in 1831. He was called to the bar at Lincoln's Inn in Trinity Term, 1834, and has practised at the Equity bar. He was made a Queen's Counsel in 1858, and has latterly attached himself to the court of Vice-Chancellor Bacon. At the last general election he was returned at the head of the poll as one of the members for East Worcestershire. He is a magistrate and deputy-lieutenant for Worcestershire, and has been for several years deputy-chairman of the Quarter Sessions for that county. He succeeded the present Lord Chancellor as president of the Legal Education Association.

Mr. GEORGE COWBURN, solicitor, of Lincoln's-inn-fields, has been appointed a Commissioner for Affidavits in the Superior Common Law Courts.

Mr. ALFRED HEALES, solicitor, of Carter-lane, Doctors' Commons, has been appointed a London Commissioner to administer oaths in Common Law.

Mr. FRANCIS TRUEFITT, solicitor, of 4, Essex-court, Middle Temple (and 18, Weighton-road, Anerley), has been appointed a Perpetual Commissioner to take the acknowledgments of deeds by married women, in and for the cities of London and Westminster, and the counties of Middlesex and Surrey.

MR. DANIEL, Q.C., ON LOCAL COURTS.

At the annual meeting of the members of the Bradford Chamber of Commerce on Monday last, Mr. W. T. S. Daniel, Q.C., judge of County Court Circuit No. 11, in supporting a motion for the adoption of the report, remarked that in her speech proroguing Parliament her Majesty the Queen said, "The Act for the establishment of the Supreme Court of Judicature forms a distinguished record of your persevering labour, and will be found, as I hope, to confer corresponding benefits on the country in the more cheap, certain, expeditious, and effectual administration of justice." All would concur in the hope that her Majesty's expectation would not be disappointed, but that the effect of that great measure would be to produce a "more cheap, certain, expeditious, and effectual administration of justice." Whether it did or not depended, however, entirely upon the machinery by which the Act was worked. He compared the Act to a splendid mill, into which engines, shafting, and machinery had to be put. The value of the grand building depended on the machinery and the hands that worked it. The 60th section of the Act devolved on the Lord Chancellor the duty of establishing district courts in which should be commenced all contentious proceedings. Nothing was said about the place of trial. There was, in his opinion, the possibility, at least, of danger lurking there in reference to the position in which Bradford imagined itself to be placed. He understood that the people of Bradford were satisfied with the state of things at the county court. If they were so, he did not at all claim that it was through any special merit of his. He had an able and efficient staff, and was assisted by able and efficient advocates, and without these two a judge alone must be inefficient. But he understood that the Chamber of Commerce had decided upon presenting a memorial to the Lord Chancellor, and that the Town Council were about to do the same—and he heard that the solicitors of the town were about to do the same—representing to the Lord Chancellor the desirability of making Bradford a district registry. He was not at all sure that they would succeed in that application, because it would not at all depend on the importance of Bradford itself, nor upon the accidental results which had been accomplished in Bradford itself; but it would depend on the principle on which, under the new Judicature Act, the Lord Chancellor conceived justice should henceforth be administered; in other words, the Judicature Act left uncertain the solution of this radical question—whether local administration should be increased or central administration improved. In cases in which the claim was above £50—which was the limit of the jurisdiction of our county courts—parties often chose to sacrifice part of their claim and limit it to £50 in order to obtain a "cheap, certain, expeditious, and," he hoped, "effectual administration of justice." If, however, district courts were established on the principle of having a few centres, and Leeds was made the centre for the West Riding, the likelihood was that cases would have to be transferred to Leeds, and parties who considered—unwisely, as certain high authorities declared—that their cases would better be disposed of at home, would have to have them disposed of at Leeds. Another danger which he regarded seriously was in reference to the Bankruptcy Act of 1869. By that Act county courts had great influence, and very soon after it was passed the question had to be decided as to what was the extent of the jurisdiction of the county courts in reference to the 72nd section of that Act. The decision of the Superior Court upheld the interpretation that the bill gave complete jurisdiction to the county courts, and he had taken that decision as his guide. He knew that in high quarters it was an article of legal faith that justice could not be properly administered in inferior courts. In fact this idea had been reduced by one judge to the formula, "Cheap law must be bad," while another had enunciatad the corollary that "good law must be dear." These fallacies did, he knew, permeate legal minds in London. Last year, however, he was anxious to ascertain from those gentlemem practising before him what their opinion was as to the manner in which the 72nd section of the Bankruptcy Act had operated in the interests of creditors and of debtors. The registrar had kindly made inquiries, and he had with him the replies of most of the gentlemen who practised before him. Messrs. Rawson, George, & Wade said that it was entirely satisfactory, and gave a list of cases in which actions at law or suits in equity would have been necessary if the court had not had jurisdiction in the matter. The section, in their opinion, was an unmixed advantage. Messrs. Wood & Killick looked upon it as one of the greatest improvements of the law which had been effected by the statute. Messrs. Watson & Dickons, Messrs. Terry & Robinson, Mr. Green and others spoke in similar terms, and all gave instances of cases where a great saving in the matter of costs had been brought about by the section. The reason that he had drawn attention to this was that the Judicature Commissioners in their second report had become so infected with the intellectual complaint of disbelief in the possibility of justice being properly done in local courts that they recommended the repeal of this section. One chief justice had indeed several times expressed his opinion that cases which involved the question of the rights of a third party should not be tried in local courts, but that the estate should be wasted in taking it to London. He had a good deal of anxiety about this question, and he might say that it was a fact that although there had been hundreds of orders made at the Bradford County Court that might have been appealed against, not a single appeal had been made from a decision of the registrar's, and only three from his (the judge's) decisions, and in every one of these cases his decision had been confirmed. When, therefore, the Lord Chancellor came to deal with the question upon what principle should the Judicature Act be administered in such large centres as Bradford, Bradford could refer to the fact that the system which had been condemned by the report of the Commission as unjust to the suitor had worked with perfect satisfaction, and had not produced a single appeal that had rendered the reversal of a judgment necessary. This was a question which he had taken a great interest in long before he had subsided into the insignificance of a county court judge, and in which he should continue, as a law reformer, to feel a deep interest, and it was a matter of deep regret to him that there was a prospect of Bradford being displaced from the position which it now occupied. He should be sorry if the machinery of the Judicature Act involved the loss of any part of the local jurisdiction which Bradford now possessed; he should be rejoiced to find that jurisdiction increased.

The trial of the Exeter election petition before Mr. Baron Bramwell is to commence on Tuesday, the 3rd of February.

DECISIONS ON THE PARLIAMENTARY ELECTIONS ACT, 1868.—II.

The effect of the decisions of the judges on the subject of treating can hardly be said to be likely to influence a deterrent effect on the habit of supplying refreshments to electors and non-electors which has become almost a recognised portion of our system of parliamentary election. The decisions of the Committees of the House of Commons had been by no means unanimous on the subject of acts which constitute the offence: in some cases a salutary severity seems to have prevailed, as in the *Roscommon case* (1 Wol. & Bris. 107) and the *Peterborough case* (P. R. & Dew. 259); but, on the other hand, in the *Carlisle case* (1 Wol. & Bris. 95) where it appeared that the sitting member's agent had invited some twenty voters to breakfast at his house on the morning of the election, but all these persons had promised their votes long before, and had always been supporters of the sitting member's party, the committee adopted the view that the transaction was *bonâ fide*, and held the election good. We confess we feel some surprise at finding this merciful theory of giving refreshments to electors endorsed by the decisions of the election judges. One of the first indications of this was given in the *Windsor case* (1 O'M. & H. 4). There the sitting member, a short time before he commenced his canvass, was present at a dinner given to the "Odd Fellows Society," many of whom were electors, and £27 10s. was paid by the respondent and two other persons for wine and cigars. Mr. Justice Willes, in delivering judgment, said:—"The sting of the case lies in the fact that the dinner was within a fortnight before the commencement of the actual canvass. I am impressed with the objectionable character, to say the least of it, of a transaction by which an intending candidate may seek to ingratiate himself with electors, whether of his own side or not, by profuse expenditure for luxuries." His Lordship then proceeded to draw a distinction between the enactments relating to bribery and to treating, "for if every elector then present had received 6s. 8d. in cash, which was the price of the wine, &c., consumed per head, what interpretation could be put upon such a proceeding?" and concluded by declaring the whole transaction innocent, the "Odd Fellows" not being a political society. In the *Bodmin case* (1 O'M. & H. 122), the same judge proceeds to carry out the same principle, and gives his reasons for his decisions. He holds that section 36 of 17 & 18 Vict. c. 102, which makes treating a ground for unseating a member, refers to section 4 of the same Act, which inflicts a penalty of £50 for *corrupt* treating; but there exists another offence which is only punished by a penalty of 40s., and which consists in giving refreshment to a voter on the day of election, whether with a corrupt intention or not. This latter form of treating is not referred to by the 36th section, and, in consequence, this act, although illegal by the provisions of 23rd section, is not such an act as will unseat a candidate. Of course, the intentions of a candidate may be found to be corrupt by the judge trying the case (*Norfolk case*, 1 O'M. & H. 243), so that a certain amount of danger must exist in all cases of supplying refreshment; but it cannot be denied that a door has been opened to a considerable amount of corruption by the decision of the judges that all hospitality by a candidate is not struck at by the enactments as to treating. If the somewhat narrow interpretation put upon the 36th section by the earned judges is correct, and we confess that the words "bribery, treating, and undue influence," in the 36th section, seem to have been intended by the Legislature to comprehend all corrupt acts tending to bring unfair influence to bear on the constituency, it must be admitted that the existence of such a state of law is a public calamity. How can it be pretended that the electors have not been biassed by improper motives, where one candidate is permitted to make himself more popular than another by giving entertainments to electors, even though a judge may decide that the motive was not corrupt. Perhaps it is not corrupt with respect to any individual elector, and even the entertainment may not be intended to influence directly the votes of any of the guests then present, but is it not perfectly clear that such entertainments, as a rule, do not take place at any other time than before an election; and that hospitable acts of such a nature are never done except when a candidate is among his own constituents? If such expenditure as was proved in some of the cases had been declared fatal to the sitting member, a blow would once and for all have been struck at the system of indirect corruption popularly known in England as "nursing a constituency," which is at present so prevalent. Another decision with regard to treating, which we cannot but regard as unfortunate for the interests of purity of election, is the decision of Mr. Justice Blackburn in the *Norfolk case* (1 O'M & H. 243). There it was proved that an agent of the candidate had treated after the election, to increase his influence at any future election. "As yet," said his Lordship, "no statute has struck at that; the Legislature must say that they intend to prohibit it." But in the *Carrickfergus case* (1 O'M & H. 265), although it was held that treating after the election was not corruptly treating within the meaning of 17 & 18 Vict. c. 102, s. 36, it was an act that should not have been done, and was one of the circumstances in the case which seriously affected the question of costs. Several decisions have been given as to the question of provisions supplied to electors in connection with political events having reference to the election, but not immediately connected with it. In the *Coventry case* (1 O'M & H. 106), where a supper was given after the registration prior to the election, to celebrate the triumph of the respondent's party at the registration, and meat was provided by an agent of the respondent, Mr. Justice Willes said:—"When eating and drinking takes the form of enticing people for the purpose of inducing them to change their minds, and to vote for the party to which they do not belong, then it becomes corrupt, and is forbidden by statute. Until that arrives the mere fact of eating and drinking, even with the connection which the supper had with politics, is not sufficient to make out corrupt treating." In the *Hastings case* (1 O'M & H. 220), a somewhat similar point was decided. In that case it was held that supplying provisions to persons attending the Registration Court was not necessarily corrupt treating. Mr. Justice Blackburn took into consideration the extent and the quantity of the treating, and also the fact that it was confined to the time of the registration, and under these circumstances he drew the inference that it was not intended to influence votes. Upon the whole there can be little doubt that the general tendency of the election judges' decisions has been to take an extremely merciful view of the subject of treating.—*Irish Law Times.*

THE DISTRICT REGISTRY CLAUSES OF THE JUDICATURE ACT (SECTIONS 64, 65).

The following letter has been circulated:—

Dear Sir,—By these sections, as they stand, a plaintiff is at liberty to issue his writ where he pleases, but a defendant in an action commenced by writ issued at a district registry office must enter an appearance there, and all subsequent proceedings, down to and including entry for trial, must be taken there, unless a judge's order can be obtained to transfer to London.—(See the sections printed below.)

The consequence will be, in cases where the defendant's solicitor resides away from the district registry town, that he must employ an agent in that town. This will apply not only to what are now called common law actions, but to every description of suit.

While we are ready to believe that in certain parts of the country these sections will work beneficially, we dislike the prospect of being compelled to employ casual agents in cases where our clients are defendants. We had much rather be at liberty to employ our well-known London agents (and we have freely told them so), and if the business is to be done at a distance, we much prefer London to any other place. We object to being obliged in every case to incur the expense of applying to a judge. Moreover, we believe that our clients' interest agrees herein with our own convenience.

We believe that very many country solicitors, not hostile to the establishment of district registries, agree with us in this matter. We think it would be well that, before the rules of procedure are finally settled, they should have an opportunity of expressing their sentiments, so that an effort may be made, if the result of the inquiry warrants it, to secure freedom of action. Time being of importance, we take this preliminary step on our own responsibility.

We assume that local opinion is in favour of retaining in Lancashire regulations like those already in force there,

and we have no desire to interfere with the convenience of others, but only to provide fairly for our own.

The question we ask is, whether you had rather

A.—Keep section 64 as it stands.

B.—Have its operation modified (elsewhere than in Lancashire) to this extent—that where a defendant in any action can swear that he believes he has a good defence on the merits, he may enter his appearance in the principal registry (or in some other way remove the proceedings thither) as of course, or

C.—Give the defendant such right only where he resides three miles from the district registry office in which the writ was issued.

We request the favour of your reply, addressed to any one of the undersigned, whose name is distinguished thus.*

You can reply with the least trouble to yourself, by simply returning the circular with your name and address written at foot, and a cross placed against A., B., or C., according to your opinion. It will be convenient to mark the envelope, "J. Act."—We are, dear Sir, yours faithfully,

*Fowler, Smith, and Warwick, Leicester.
Kidson, Son, and McKenzie, Sunderland.
*Mullings, Ellett, and Co., Cirencester.
*H. A. Owston, Leicester.
L. W. Winterbotham, Stroud.

Section 64. Subject to the rules of court in force for the time being, writs of summons for the commencement of actions in the High Court of Justice shall be issued by the district registrars when thereunto required; and unless any order to the contrary shall be made by the High Court of Justice, or by any judge thereof, all such further proceedings, including proceedings for the arrest or detention of a ship, her tackle, apparel, furniture, cargo, or freight, as may and ought to be taken by the respective parties to such action in the said High Court down to and including entry for trial, or (if the plaintiff is entitled to sign final judgment, or to obtain an order for an account by reason of the non-appearance of the defendant) down to and including final judgment or an order for an account, may be taken before the district registrar, and recorded in the district registry, in such manner as may be prescribed by rules of court; and all such other proceedings in any such action as may be prescribed by rules of court shall be taken, and, if necessary, may be recorded in the same district registry.

Section 65. Any party to an action in which a writ of summons shall have been issued from any such district registry shall be at liberty at any time to apply, in such manner as shall be prescribed by rules of court, to the said High Court, or to a judge in chambers of the division of the said High Court to which the action may be assigned, to remove the proceedings from such district registry into the proper office of the said High Court; and the court or judge may, if it be thought fit, grant such application, and in such case the proceedings and such original documents, if any, as may be filed therein shall, upon receipt of such order, be transmitted by the district registrar to the proper office of the said High Court, and the said action shall thenceforth proceed in the said High Court in the same manner as if it had been originally commenced by a writ of summons issued out of the proper office in London; or the court or judge, if it be thought right, may thereupon direct that the proceedings may continue to be taken in such district registry.

"A firm of solicitors" writing to the *Times* of yesterday, say: "On the 15th inst. we applied at the office of one of the Taxing Masters in Chancery for an appointment to tax the bills of costs of the plaintiffs and defendants in a suit, and the earliest we could obtain was for the 9th and 10th of March, nearly two months. There is no fault to be found with the Taxing Masters or their clerks, who do everything they can to get through their work, but there are not enough of them to do all the work there is to do. We believe this is not an uncommon case, but suitors complain of this delay more than any other in cases where an order has been made at the end of a suit for taxation of costs and payment of the funds out of court to the parties entitled, who cannot understand why, an order having been made, they have to wait so long for their money."

VACANCIES IN COUNTY COURT REGISTRARSHIPS.

The following circular has been issued to the County Court Judges:—"30, Portland place, W., Jan. 14, 1874.—Sir,—I am directed by the Lord Chancellor to request that, upon a vacancy occurring in the office of registrar of any court of which you are the judge, you will, before filling up such vacancy, acquaint his Lordship with the fact, in order that the circumstances of the court and the propriety of discontinuing it may be considered. When the registrar shall have died without having appointed a deputy, his Lordship will be obliged if you will be good enough to provisionally appoint a person to discharge the duties of registrar (19 & 20 Vict. c. 108, sections 12 and 13). Where a registrar is desirous of resigning, I am to request that you will ask him to be good enough not to do so until you shall have communicated his wish to his Lordship, and received his decision as to the propriety of continuing the court.—I have the honour to be, sir, your obedient servant, Henry Nicol."

A vacancy having occurred in the office of registrar of the Woodbridge County Court by the death of Mr. Reeve, the judge of that court (Mr. Worlledge) has addressed a letter to the Lord Chancellor expressing an opinion that it would be highly inexpedient to abolish the Woodbridge Court. It is anticipated that the inhabitants of the town will petition that the Court may be continued.

THE INSTITUTE OF INTERNATIONAL LAW FOUNDED AT GHENT.

Professor Lorimer, in a lecture to the class of Public Law in the University of Edinburgh, recently gave an account of the formation of this institute, from which we abridge the following narrative:—

In March last M. Rolin Jacquemyns addressed a confidential communication to about twenty jurists, amongst whom he did me the honour to include me, suggesting "a private meeting of a limited group of men already known in the science of International Law by their writings or by their acts, and belonging as much as possible to different countries." "Hitherto," he continued, "the movement toward the regularisation of international relations has manifested itself in two ways:—

"(*a*) By *diplomatic action*, that is to say, by the proceedings, the correspondence, the conventions, or the congresses of representatives officially accredited by certain nations.

"(*b*) By *individual scientific action*, that is to say, by writings having for their object to express, in a precise, methodical, and reasoned form, the whole or a part of the rules which their author considers as those which are followed, or which ought to be followed, in international relations.

"Is there then (concluded the letter) nothing to be done? The object, on the contrary, which I have in view, is to call the attention of the eminent persons to whom this writing is communicated to the necessity, the possibility, and the opportuneness of giving body and life, alongside of *diplomatic action* and *individual scientific action*, to a new and third factor of International Law: to *collective scientific action*."

With scarcely any exception, M. Rolin Jacquemyns' correspondents responded favourably to this appeal. The desirableness of collective action by personal intercourse, and, if possible, by verbal communication, between the small number of persons who, in each country, are seriously and continuously engaged in the study and definition of international relations, was admitted on all hands. But the actual bodily assemblage of such persons in one place, which, wherever it was fixed, must of necessity be distant from the homes of most of them, was felt from the first to be no easy matter. Imperative demands on their time in their respective countries, it was foreseen, would retain one class of persons whose presence would have been of the utmost importance—for though for obvious reasons diplomatists in active service were not invited, it was by no means intended to exclude those who had acted as diplomatists, or otherwise taken a practical share in international affairs. Others, it was known, would be deterred from along and fatiguing journey by age and infirmity and other considerations. From the

first cause, mainly, none of the arbitrators at Geneva could be present, though they expressed their sympathy with, and interest in, the objects of the meeting. The burden of his fourscore years deprived us of the co-operation of the venerable Heffter. Blindness prevented M. C. Lucas from sharing our deliberations. The health of M. de Parieu, of the French Academy, did not admit of his undertaking the journey; the same cause compelled Mr. Westlake, the English editor of the *Revue*, to absent himself; and Professor von Holzendorf was detained by the sickness of a member of his family, though the three latter gentlemen had been amongst the original projectors of the conference. But, notwithstanding all contingencies, when the day of meeting came, M. Rolin Jacquemyns had the satisfaction of seeing ten of his coadjutors gather around him—grave elderly gentlemen for the most part, but full of life and spirit, and eager for the work in which they were about to engage. There was Professor Bluntschli, of Heidelberg, the celebrated author of the "Codified Treatise on International Law," and of many other works both on the Law of Nations and on Public Law; Signor Mancini, deputy of the Italian Parliament, former minister, now Professor of International Law at the University of Rome, and one of the founders of the National School of Italian Jurists, who was unanimously chosen president of the meeting; M. Carlos Calvo, formerly Minister of the Argentine Republic, and corresponding member of the Institute of France, author of a "Theoretical and Practical Treatise on International Law;" M. Besobrasoff, member of the Academy of St. Petersburg, author of various works on finance and social science; M. Moynier, of Geneva, the well-known founder of "La Croix Rouge;" M. Asser, Professor of Law at Amsterdam, the Dutch editor of the *Revue;* M. de Laveleye, of the University of Liege, etc.; ultimately, Mr. David Dudley Field, of New York, joined us.

I wish I could describe to you the picturesque locality and the social surroundings of a meeting which is not unlikely to be of historical interest—the noble old Hotel de Ville in which we assembled in the morning, the hospitable dinner-tables at which we spent our evenings, the flowers which adorned them, the wines which enriched them, the gaiety which enlivened them, and the graceful *discours d'occasion*, in which our hosts, I fear, surpassed those of my eminent colleagues whose fortune it was to respond to their expressions of sympathy and interest. But I must not linger now over even Flemish feasting, which, if it surpasses English powers of enjoyment, as Leicester said of it long ago, equally exceeds my powers of description. I must tell you what we did in the morning, not what we enjoyed in the evening.

Well then: The original proposal that we should discuss certain open questions of International Law in the first instance, and then formulate the statutes of a permanent institute for the scientific cultivation of International Law, was reversed; and though we sat six hours the first three days, and three hours the fourth, we were only able to accomplish the first part of our business. The result of our labours was the formation of an institute, of the specific objects and character of which I shall best convey to you a conception by reading to you, in translation, the statutes which, after much discussion, were unanimously adopted. They are not long, and in the original, at any rate, they are expressed with that clearness and precision which so happily distinguishes the language of our neighbours.

INSTITUTE OF INTERNATIONAL LAW.

Statutes voted by the Conference of International Lawyers at Ghent, 10th October, 1873.

Article 1. The Institute of International Law is an exclusively scientific association, and with no official character.

Its object is:

(1.) To favour the progress of International Law by seeking to become the organ of the legal conscience of the civilised world.

(2.) To formulate the general principles of the science, as well as the rules which result from it, and to spread the knowledge of it.

(3.) To give its aid to any serious attempt at gradual and progressive codification.

(4.) To endeavour to procure the official recognition of such principles as shall have been recognised as being in harmony with the requirements of modern society.

(5.) To labour within its proper sphere, whether for the maintenance of peace or for the observance of the laws of war.

(6.) To examine the difficulties which may arise in the interpretation or the application of the law; and to give, when required, legal opinions, with the grounds on which they rest, in doubtful or controverted cases.

(7.) To contribute, by publications, by public teaching, and by all other means, to the triumph of the principles of justice and humanity which ought to regulate international relations.

Art. 2. As a general rule, there shall be one session annually. Before the termination of each session the institute shall determine the place and the time of its next meeting.

Art. 3. The institute thall be composed of effective members, of auxiliary members, and of honorary members. Every member of the institute shall receive a diploma.

Art. 4. The institute shall choose its members freely from the men of different nations who have rendered eminent services to international law, theoretical or practical.

The whole number of effective members shall not exceed fifty, but need not necessarily reach that number.

Art. 5. There shall not be assigned, by new election, to the inhabitants of the same State, or confederation of States, a proportion of places exceeding one-fifth of the total number of effective members existing at the period of that election.

Art. 6. Diplomatists in active service shall not be members of the Institute.

When a member enters the active diplomatic service of a State his right to vote shall be suspended during the period of his service.

Art. 7. The auxiliary members shall be chosen by the effective members from persons whose special acquirements may be of use to the Institute. Their number shall be unlimited, and the provisions of article 5 shall not be applicable to them.

They shall take part in the meetings of the Institute, but only with a consultative voice.

Art. 8. The title of honorary members shall be conferred on every person, association, municipality, or other body which shall make a donation to the Institute of not less than 3,000 francs (£120). The honorary members shall receive the publications of the Institute.

Art. 9. The effective members, in concert with the auxiliary members in each State, shall be entitled to organise local bodies of persons devoted to the study of the social and political sciences, in order to second the efforts of the Institute among their countrymen.

Art. 10. At the opening of each ordinary session, a president and two vice-presidents shall be elected, who shall enter immediately on the discharge of their functions.

Art. 11. The institute shall name amongst its effective members a general secretary for the term of six years.

The general secretary shall be re-eligible.

He shall be charged with the preparation of the minutes of the meetings, the ordinary correspondence of the Institute, and the execution of its decisions, except in cases in which the Institute itself shall otherwise provide. He shall be keeper of the seal and the archives. His residence shall be considered the seat of the Institute. In each ordinary session he shall present a *resumé* of the recent labours of the Institute.

Art. 12. The Institute may, on the proposal of the general secretary, name one or more secretaries to aid him in the discharge of his functions, or to take his place in a case of temporary absence.

If these secretaries are not already members of the Institute, they shall on their nomination become auxiliary members.

The mandate of the secretaries expires with that of the general secretary, except in the case in which the death of the latter, or some other circumstance, renders it necessary that some one should take his place till the election of his successor.

Art. 13. The institute shall name a treasurer for the period of three years, charged with its financial affairs and the keeping of its accounts; and also a commission, charged with the control and inspection of its expenditure and receipts.

The treasurer and the commission may be chosen from competent persons, resident near to the seat of the institute, who are not members.

The treasurer shall present a financial report in each ordinary session.

Art. 14. As a general rule in the meetings of the institute, votes on the subject of resolutions to be taken, shall be emitted orally and after discussion.

The elections shall be made by ballot, the members present alone being admitted to vote. For the election of new members, however, absent members shall have the privilege of sending their votes in sealed notes.

Art. 15. In exceptional and special cases in which the president, the vice-presidents, and the general secretary unanimously regard it as useful, the votes of absent members may be taken by means of correspondence.

Art. 16. When the discussion has reference to controversies between two or more States, the members of the Institute belonging to these States shall be permitted to express and develop their opinions, but must abstain from voting.

Art. 17. The Institute shall name reporters amongst its effective and auxiliary members, or shall constitute commissions for the preparatory study of questions to be submitted to its deliberations. In the interval between the sessions this prerogative shall belong to the office-bearers; and, in case of urgency, the secretary general shall himself prepare reports and conclusions.

Art. 18. The Institute shall publish an annual bulletin of its labours, and designate one or more scientific reviews to receive its public communications.

Art. 19. The expenses of the Institute shall be borne:

(1.) By the regular subscriptions of its effective members.

(2.) By the contributions of its honorary members.

(3.) By foundations and gifts.

(4.) Provision shall be made for the progressive formation of a fund, of which the interest shall suffice for the expenses of the secretary's department, of the publications of the sessions, and the other regular services of the Institute.

Art. 20. A regulation shall be prepared by commission for the execution of the present statutes.

It shall not become final till approved by the Institute in its next session.

Art. 21. The present statutes shall be revised, in whole or in part, on the demand of six effective members.

LEGAL ITEMS.

Mr. Samuel Stone, late Town Clerk of Leicester, has recently qualified as a magistrate of that borough.

It is announced that Mr. D. Maude, one of the magistrates at the Greenwich and Woolwich Police courts, has sent in his resignation.

The Birmingham Town Council, at a meeting on the 13th inst., increased the salary of the Town Clerk (Mr. E. J. Hayes), from £1,000 to £1,200 per annum.

The Lord Chancellor announced on Friday last that as there is an arrear of bankruptcy appeals and no arrear of appeals in Chancery, the bankruptcy business will for the present be taken every day except Monday.

Mr. Morrison Waite, the person last nominated by the President to the Chief Justiceship of the United States Supreme Court, and, according to a cable telegram, approved by the Senate, was one of the American counsel at the Geneva arbitration.

The *Albany Law Journal* notices a point reported in one of the recent Indiana reports to the effect that on the trial of an indictment for murder it was not a ground of challenge that one of the jurors called had preached the funeral sermon of the deceased.

Mr. Rupert Kettle will read a paper at a meeting of the Social Science Association to be held on the 26th inst. at their rooms in the Adelphi on "The Law of Conspiracy as affecting Employers and Employed." The chair will be taken at eight o'clock by Fitzjames Stephen, Esq., Q.C.

A meeting of the Judicature Commission was held on Wednesday at the Westminster Palace Hotel. Present—the Lord Chancellor, Lord Hatherley, the Master of the Rolls, the Right Hon. H. C. E. Childers, M.P., the Right Hon. A. S. Ayrton, M.P., Baron Bramwell, Mr. Justice Quain, Sir John Karslake, Q.C., M.P., Mr. Whitmore, Q.C., Mr. Hollams, Mr. F. D. Lowndes, and Mr. R. A. Fisher, the secretary.

The General Purposes Committee of the Brighton Town Council have recommended that the salary of the Town Clerkship, now vacant by the resignation of Mr. David Black, shall be £1,000 per annum, and that the Town Clerk should not practise as a solicitor.

The Railway Commissioners have issued a form of notice to be used by companies when two or more desire to enter into working agreements. The powers sought are to be advertised in the newspapers, and persons aggrieved are to send in their objections to the Railway Commissioners twenty-eight days after the first public notification of the scheme.

The *Globe* states that the law officers of the Crown have had under their consideration the case of the brig *Malfilatre*, which was about to be despatched from Newport with arms for the Carlists when she had obtained registration as a British ship, and that they have determined to prosecute several persons who have been concerned in the suit in Chancery, upon their own affidavits, for having conspired together to obtain a British registry for the brig.

The Swiney Prize of the Society of Arts, consisting of a silver goblet value £100, containing gold coin to the same amount, has been awarded to Sir Robert J. Phillimore, D.C.L., judge of the High Court of Admiralty, for his work entitled "Commentaries on International Law." The prize is given under a bequest of the late Dr. Swiney, and is awarded on every fifth anniversary of his death to the author of the best published treatise on Jurisprudence.

The elevation of Mr. Richard Paul Amphlett to the judicial bench, says the Cambridge correspondent of the *Times*, adds another Cambridge graduate to the Common Law judges. Mr. Amphlett was Sixth Wrangler in 1831, and was formerly a Fellow of St. Peter's College. There are now six Common Law judges who were educated at Cambridge—viz., the Lord Chief Justice of England, Mr. Justice Blackburn, Mr. Justice Brett, Mr. Justice Denman, Baron Cleasby, and Baron Amphlett.

The London correspondent of the *Manchester Guardian* says that the Lord Chancellor has been memorialised by the Chambers of Commerce, in opposition to the recommendation of the Select Committee of the House of Commons which sat last session, respecting the abolition of imprisonment for debt. They point out as a strong argument in favour of the retention of the existing law that in no case does imprisonment take place until satisfactory evidence has been placed before the county court judge showing that the debtor is able, but persistently refuses, to pay his liabilities. It is therefore contended that, when all other means fail, imprisonment ought to follow such contempt of court.

The United States, says the *Times*, have their Parliamentary authority. Mr. John B. Barclay has just celebrated the 25th anniversary of his appointment as Journal Clerk of the United States' House of Representative. He has witnessed the election of nine speakers of the House of Representatives, some of them, like Colfax or Blaine, for two or three successive terms. It is stated that on all questions of order and Parliamentary law arising in the House, Mr. Barclay's opinion is accepted as authority alike by the speaker and the members. He is the author of *Barclay's Digest* of Parliamentary law and precedent, which was first published in 1860-61, and which has been treated by every successive congress as a standard text-book.

At the meeting of the Court of Aldermen for the City of London on Tuesday a motion was carried that the appointment of a successor to Mr. Oke be referred to the General Purposes Committee, for them to inquire as to the duties and emoluments of the office and to make an early report to the Court. A keen discussion ensued on a suggestion of Alderman Sir Francis Truscott that the inquiry embrace the question whether in the opinion of the committee the appointment should be filled up from the existing staff of the Justice-room, and, if so, to make a recommendation accordingly. The suggestion as to the existing staff was received with emphatic cries of "No, no," from members of the Court, and it was ultimately withdrawn.

The *Bradford Observer*, under the heading "A Vice-Chancellor on Strike," has the following:—In Vice-Chancellor Malins' Court, on Saturday, a curious episode occurred

after the adjournment for luncheon. The Vice-Chancellor, on returning to the Court, found no counsel of the Inner Bar present to receive him, and he accordingly carried out a threat which he has often made, that he would in such case rise immediately for the day. His Honour accordingly no sooner took his seat than, addressing the counsel of the Outer Bar, he asked if there was any other motion behind the bar, and, there being no response, retired, while the leader of the Court was almost in the act of entering the doorway. That learned gentleman followed the Vice-Chancellor into his private room, and, it was understood, tendered an apology, at the same time requesting his Honour to continue the business of the Court, there being several pressing and important motions; but the Vice-Chancellor was inexorable in carrying out his frequently expressed intention of visiting what he considered a want of respect to the Bench with a punishment which will render its recurrence improbable.

LAW STUDENTS' JOURNAL.

GENERAL EXAMINATION

Of STUDENTS of the INNS of COURT, held at Lincoln's Inn Hall, on the 5th, 6th, 7th, 8th, and 9th January, 1874.

Hilary Term, 1874.

The Council of Legal Education have awarded to John Alderson Foote, Esq., of Lincoln's Inn, and William Ebenezer Grigsby, Esq., of the Inner Temple, Studentships in Jurisprudence and Roman Civil Law, of one hundred guineas, to continue for for a period of two years; to John Henry Martyn Weitbrecht and John William Gustavus Leo. Daugars, Esqs., of the Middle Temple, Studentships in Jurisprudence and Roman Civil Law, of one hundred guineas, for one year; to John Edward Courtenay Bodley, James Kinder Bradbury, Avetick Arratoon Shircore, William Eaton Young, Esqs., of the Inner Temple, and William James Howard, Esq., of the Middle Temple, certificates that they have satisfactorily passed a public examination.

CAMBRIDGE, JAN. 21.

LAW AND HISTORY TRIPOS.

FIRST CLASS.—Grey, Trinity; Bayard, John's; Ds. Pochin, Sidney; Maitland, Trinity.

SECOND CLASS.—Ward, Trinity Hall; Boyd, John's; Ds. Lawson, Pembroke, Richardson, Downing; Izard, Trinity Hall; Riley, Trinity; Ds. Anderson, Christ's; Cooke, Trinity Hall; M'Leod, Trinity; Percival, John's; Le Hunte, Trinity; Moore, R. G., Trinity; Banks, A. R., John's; Gilmour, and the Hon. M. F. Napier, Trinity; D. S. Mytton, John's.

THIRD CLASS.—Avory, Corpus; Candy and Chalmers, Cains; Cochrane, John's; Potts, Sidney; Ds. Tindal, King's; Ds. Stubbs, Corpus; Evans, Trinity.

ÆGROTANT.—Maile, John; Whitaker, Trinity.

EXCUSED THE GENERAL EXAMINATION FOR THE ORDINARY B.A. DEGREE.—Hind, Trinity.

EXAMINERS.—E. C. Clark, Regius Professor of Civil Law; W. Ll. Birkbeck, Downing Professor of Laws; J. T. Abdy, LL.D., Trinity Hall; and B. E. Hammond, M.A., Trinity.

The following have been examined and approved for the degree of Master of Laws:—Andrew, St. John's; Cumming, Trinity Hall; Ferguson, St. John's; Hart, Clare; Hilleary, St. John's; Johnson, St. Catherine's; Marten, St. John's; Middleton and Odgers, Trinity Hall; Owen, Emmanuel's; Pearce, King's; Perkes, St. John's; Robson, Downing; Roxburgh, Trinity Hall; Scott; Sikes, Queen's; Taylor, Christ's; Wilson, St. John's.

COURT PAPERS.

COURT OF CHANCERY.

NOTICE.

On and after the 30th day of January, 1874, any petition presented in the Vice-Chancellor Malins' Court for the winding up of a company on which the company appears, will be taken as unopposed, unless counsel appear for other parties and state that such petition is opposed.

R. DISRAELI, Registrar.

Friday, 23rd January, 1874.

SPRING CIRCUITS.

Home.—Kelly, C.B., and Lush, J.
Oxford.—Lord Coleridge, C.J., and Cleasby, B.
Northern.—Denman, J., and Amphlett, B.
Western.—Keating, J., and Quain, J.
Norfolk.—Blackburn, J., and Brett, J.
Midland.—Archibald, J., and Pollock, B.
North Wales.—Pigott, B.
South Wales.—Honyman, J.
Cockburn, C.J., remains in town.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 21, 1874.

3 per Cent. Consols, 92½	Annuities, April, '85 9¾
Ditto for Account, 92½ Feb. 4	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91¾	Ex Bills, £1000, 2½ per Ct. 2½ dis
New 3 per Cent., 91¾	Ditto, £500, Do 2½ dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 2½ dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock 5
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 254
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Enf. Pr., 5 p C., Jan. '73
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 101¼
Ditto 5 per Cent., July, '80 108¾	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 103¾	Do. Do., 5 per Cent., Aug. '73 100½
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Prs, 4 per Cent. 94	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	120
Stock	Caledonian	100	106¾
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	49¼
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	165
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	127¾
Stock	Lancashire and Yorkshire	100	147
Stock	London, Brighton, and South Coast	100	83½
Stock	London, Chatham, and Dover	100	22½
Stock	London and North-Western	100	153
Stock	London and South Western	100	110½
Stock	Manchester, Sheffield, and Lincoln	100	77
Stock	Metropolitan	100	65½
Stock	Do., District	100	28
Stock	Midland	100	137
Stock	North British	100	67¾
Stock	North Eastern	100	174
Stock	North London	100	117
Stock	North Staffordshire	100	67
Stock	South Devon	100	69
Stock	South-Eastern	100	109½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There was no alteration on Thursday in the Bank rate. The proportion of reserve to liabilities has risen from rather over 46 per cent. to 47½ per cent. There has been much dulness throughout the week in the railway market, but on the issue of the Bank return there was some improvement. The transactions in the foreign market have been limited, and the prices have not varied considerably.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BENNETT—On Jan. 18, at Marksdanes, Bruton, the wife of William Bennett, solicitor, of a son.

CLARE—On Jan. 19, at East Sheen, Surrey, the wife of Octavius Leigh Clare, Esq., barrister-at-law, of a daughter.

MELLOR—On Jan. 18, at 59, Gloucester-terrace, Hyde-park, the wife of James R. Mellor, Esq., barrister-at-law, of a daughter.

SUTTON—On Jan. 16, at 36, Pembroke-road, Kensington, W., the wife of Henry Sutton, Esq., barrister-at-law, of a daughter.

WALSH—On Jan. 22, at Maisonnette, St. Anne's-park, Wandsworth, the wife of Nugent C. Walsh, Esq., barrister-at-law, of a daughter.

WILLIS—On Jan. 17, at Lee, Kent, the wife of William Willis, barrister-at-law, of a daughter.

MARRIAGES.

IBBOTSON—HOBSON—On Jan. 20, at Christ Church, Fulwood, Yorkshire, H. Walter Ibbotson, solicitor, to Mary Bridget, youngest daughter of Francis Hobson, Esq., Burnt Stones, Sheffield.

READ—VAUTIER—On Jan. 15, at Kenwyn, Cornwall, Odden Frederick Read, of Thetford, solicitor, to Amy, youngest daughter of the Rev. Richard Vautier, Rector of Kenwyn and Kea.

DEATHS.

FREEMAN—On Jan. 15, Mary, the wife of John Freeman, Esq., solicitor, Huddersfield.

HALY—On Jan. 10, at Queensborough-terrace, W., William Taylor Haly, Esq., of the Middle Temple, barrister-at-law, in his 56th year.

PRATT—On Jan. 6, at Wootton Bassett, Wilts, James Pratt, solicitor, aged 76 years.

STURGE—On Jan 4, at 24, The Grove, Boltons, S.W., Lewis Joseph Sturge, of the Inner Temple, barrister-at-law, aged 34.

LONDON GAZETTES.

Professional Partnerships Dissolved

FRIDAY, Jan. 16, 1874.

Duncan, Henry C., John Parkinson, and J. E. Gray Hill, attorneys and solicitors, Liverpool. Dec 31

Waterhouse, Thomas, and Thomas Francis Bolton, attorneys and solicitors, Wolverhampton and Bilston. Nov 14

Winding up of Joint Stock Companies.

FRIDAY, Jan. 16, 1874.

LIMITED IN CHANCERY.

Carway Anthracite Colliery Company, Limited.—Petition for winding up, presented Jan 7, directed to be heard before V.C. Hall, on Jan 30. Cunliffe and Beaumont, Chancery lane, agents for Williams, Cardiff, solicitor for the petitioners.

East Norfolk Tramway Company, Limited.—Petition for winding up, presented Jan 9, directed to be heard before V.C. Malins, on Jan 25. Longcroft, Lincoln's inn fields, solicitor for the petitioner.

George Mills and Company, Limited.—Creditors are required on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Messrs. John Tasker and George Newbould Sheffield. Johnson and Weatherall, Temple, agents for Burdekin and Co, Sheffield, solicitors of the liquidators.

Glain Pedror Mining Company, Limited.—V.C. Bacon has, by an order dated Aug 8, appointed John Davall, King's Arms yard, and Victor, Bauer, Grocer's Hall ct, official liquidators. Creditors are required on or before Feb 18, to send their Christian and surnames in full, their addresses, and the particulars of their debts or claims, to Messrs. Ashurst, Morris, and Co, Old Jewry. Wednesday, March 4, at 12, is appointed for hearing and adjudicating on the debts and claims.

Western of Canada Oil Lands and Works Company, Limited.—Creditors are required, on or before Monday, March 9, to send their names and addresses and the particulars of their debts or claims, to Charles Fitch Kemp, Walbrook. Monday, March 23, at 11.30, is appointed for hearing and adjudicating upon the debts and claims.

Wool, Hyde, and Skin Cleansing and Preserving Company, Limited.—Petition for winding up, presented Jan 18, directed to be heard before V.C. Bacon, on Jan 24. Robinson, Gresham house, Old Broad st, solicitor for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 16, 1874.

Bailey, Julia Elizabeth Rachel, Bath, Widow. Feb 16. Trethewy v Helyar, M.R. Gill, Devonport

Chaffin, Matthew Henry, Berners st, Oxford st, Gent. Feb 14. Pinwill v Chaffin, M.R. Neal, Pinner's hall, Old Broad st

Colman, William, Tewkesbury, Gloucester, Brewer. March 11. Peacey v Colman, V.C. Malins. Jagger, Birmingham

Higgins, William, Monmouth, Grocer. Feb 28. Tyler v Higgins, V.C. Malins. Child, Old Jewry chambers

Hill, John, Aylesbury, Buckingham, Miller. Feb 20. Darvill v Hill, V.C. Bacon. Cox, St Swithin's lane

Keen, William, Essex rd. Feb 20. Keen v Keen, V.C. Hall. Silvester, Great Dover st, Southwark

Nicholson, William, East Ville, Lincoln, Farmer. Feb 20. Nicholson v Welsh, M.R. White, Boston

Pye, John, Rackington st, Islington, Tea Dealer. Feb 28. Pye v Dry, V.C. Hall. Mote, South square, Gray's inn

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 16, 1874.

Adkins, Ann, Apsley Guise, Bedford. Feb 20. Green, Woburn

Adkins, William John, Apsley Guise, Bedford, Farmer. Feb 20. Green, Woburn

Bell, Rev William, St Heliers, Jersey. March 1. Peacock & Goddard, South square, Gray's inn

Bentley, John Miles, Batheaston, Somerset, Gent. March 25. Wagstaff, Pershore

Buck, Thomas, Bradford, York, Esq. March 31. Wood and Killick, Bradford

Busfield, John, Horton, Bradford, York, Worsted Spinner. March 1. Green, Bradford

Castelow, Mary Ann, Leeds. July 1. Markland and Davy, Leeds

Coleman, Ann Dunn, Brighton, Sussex. March 2. King and Son, Brighton

Cresswell, William, Swinton, York, Beerhouse Keeper. March 1. Nicholson and Co, Wath, near Rotherham

Dodd, Thomas, Rainham, Kent, Esq. Jan 24. Acworth and Son, Rochester

Dow, Caroline, Clearmount, Wyke Regis, Dorset. Feb 21. Steggall and Hooper, Melcombe Regis

Farrer, John, Prince's gate, Hyde Park, Captain First Life Guards. Feb 21. Duncan and Murton, Bloomsbury square

Ford, Matthew, Lincoln's inn fields, Esq. March 31. Wharton and Ford, Lincoln's inn fields

Goodburn, William, Ramsey, Huntingdon, Farmer. March 1. Hunnybun and Son, Huntingdon

Hazeldine, Ann, Godstone, Surrey. March 31. Wellborne, Duke st, London Bridge

Holl, Edward Henry, Bushey Heath, Hertford, Gent. Feb 19. Robinson and Co, Charter house square

Ingleby, Rev. Charles, Cheadle, Stafford. March 31. Wragge, Birmingham

Jervis, James, Winnington, Stafford, Farmer. Feb 4. Pearson, Market Drayton

King, Christopher, Leeds, Boot and Shoe Maker. April 1. Tempest, Leeds

Laxton, Clement, Cowbit, Lincoln, Farmer. Feb 21. Bonner and Calthrop, Spalding

Machen, John, Broomhill, Sheffield, Gent. March 2. Burbeary and Smith, Sheffield

Maughan, William Kimin, Laura place, Lower Clapton. March 1. Gregson, Angel court, Throgmorton st

Minter, Sophia, Essex rd, Islington. Feb 26. Cronin, Bloomsbury square

Onslow, James, Birmingham, Carter. Feb 10. Coleman and Coleman, Birmingham

O'Brien, Hon Emma, Blatherwycke Park, Northampton. March 13. Rickards and Walker, Lincoln's inn fields

Painter, Charles, Horcutt, Gloucester, Farmer. Feb 28. Iles, Fairford

Palmer, Maria Francis, Seething Wells, Kingston-upon-Thames. Feb 14. Bell and Crowder, Kingston-upon-Thames

Patrick, Jarman, Highgate rd, Kentish Town, Surgeon. March 25. Essell and Co, Rochester

Richards, Jane, Gloucester. March 2. Poole, Gloucester

Sewell, Christopher, Bradford, York, Gent. March 31. Wood and Killick, Bradford

Simmance, Joseph, Melbourne, Cambridge, Publican. March 12. Wortham, Royston

Smith, John, Gloucester. March 2. Poole, Gloucester

Smith, Emma, Chester square. March 31. Nelson, Lawrence Pountney lane

Smith, Joseph, Sheffield, Esq. March 25. Nickinson and Co, Chancery lane

Smith, Thomas, Beaufort, Australia. March 1. Nicholson and Co, Wath, near Rotherham

Stacey, John William, King's rd, Chelsea, Gent. Feb 21. Robinson and Preston, Lincoln's inn fields

Sutherland, Charlotte, James st, Larkhall lane, Clapham. Feb 28. Shepheard and Sons, Finsbury circus

Todd, Matthew, Sunderland, Durham, Gent. March 16. Snowball and Allison, Sunderland

Tunney, Thomas, Manchester, Rag and Waste Dealer. Jan 27. Cobbett and Co, Manchester

Worrall, Samuel, Albion st, Esq. March 25. Osborne and Co, Bristol

Wyllie, Helen, Belsize Park gardens, South Hampstead. May 1. Grahame, Great George st, Westminster

Bankrupts.

FRIDAY, Jan. 16, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cohen, Lewis, Charterhouse st, Engineer. Pet Jan 14. Spring-Rice. Jan 29 at 11 30

Goodwin, Alfred, Richmond rd, Shepherd's bush, Merchant. Pet Jan 13. Murray, Jan 27 at 12

Langan, John, Cambridge terrace, Junction road, Kentish Town, Builder. Pet Jan 13. Hazlitt. Jan 28 at 12

Lonsdale, Richard, Butcher's row, Ratcliff, Grocer. Pet Jan 15. Spring-Rice. Jan 29 at 11

Stapley, Henry, Northampton square, Watchmaker. Pet Jan 13. Hazlitt. Jan 28 at 12.30

To Surrender in the Country.

Archer, Roper, Bloxwich, Stafford, Saddler. Pet Jan 12. Clarke. Walsall. Feb 4 at 12

Brown, Saul, Sunderland, Durham, Jeweller. Pet Jan 12. Ellis. Sunderland, Jan 29 at 1

Florenstein, Isaac, Birmingham, Furniture Broker. Pet Jan 13. Chauntler. Birmingham, Jan 27 at 3

Jacobs, Maurice, Birmingham, Boot Manufacturer. Pet Jan 14. Chauntler. Birmingham, Feb 2 at 12

Langley, Edmund, Canton, near Cardiff, Glamorgan, Grocer. Pet Jan 12. Langley. Cardiff, Jan 30 at 11

Moore, Thomas, and Frederick Matthew Thraves, Bradford, York, Drapers. Pet Jan 13. Robinson. Bradford, Feb 3 at 1

Phillips, Benjamin, Bridgend, Glamorgan, Draper. Pet Jan 13. Langley. Cardiff, Jan 28 at 11

Porter, George, Bath, Sculptor. Pet Jan 12. Smith. Bath, Jan 26 at 11

Tate, Susannah, Halifax, York, Milliner. Pet Jan 13. Rankin. Halifax, Feb 2 at 11

Taylor, James, Blackpool, Lancashire, Tailor. Pet Jan 13. Hulton. Preston, Feb 4 at 11

BANKRUPTCIES ANNULLED.

TUESDAY, Jan 20, 1873.

Garrett, Charles, Banstead, Surrey, Contractor. July 1
Thompson, William, Stranton, Durham, Joiner. Jan 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan. 16, 1874.

Abrahams, Isaac, Liverpool, Furniture Dealer. Jan 26 at 3 at offices of Smart and Co, Cheapside. Nordon, Liverpool
Allan, William, Chrisp st, Poplar, Draper. Feb 3 at 2 at office of Foreman and Cooper, Gresham st. Phelps and Sidgwick, Gresham st
Ambrey, Thomas, Mountain Ash, Glamorgan, Grocer. Feb 2 at 12 at offices of Dixon Tredegar place, Newport
Anderson, David Baird, Southampton, Boot Maker. Jan 26 at 12 at offices of Gay, Albion terrace, Southampton
Andrews, William, Melksham, Wilts, Engineer. Jan 28 at 12 at the Townhall, Melksham. Smith, Devizes
Anslay, John, Mansfield, Notts, Ironfounder. Jan 29 at 12 at offices of Hogg, Nottingham rd, Mansfield
Armstrong, George, and Thomas Rhead, Pendleton, Lancashire, Tailors. Feb 2 at 12 at offices of Hankinson, St James's square, Manchester
Arnett, Charles, Beverley, York, Cabinet Maker. Jan 28 at 11 at office of Shepherd and Co, Lairgate, Beverley
Ashton, Charles, Royal Hill, Greenwich, Hatter. Jan 30 at 3 at offices of Montagu, Bucklersbury
Attwood, Charles, Brighton, Sussex, Bootmaker. Feb 2 at 11 at offices of Shaft, Middle st, Brighton
Ayles, George, Hull Farm, Horsington, Somerset, Yeoman. Jan 27 at 3 at the Greyhound Hotel, Wincanton. Davies, Sherborne
Baldwin, John, Cooper's rd, Old Kent rd, Oil Refiner. Jan 23 at 3 at the Albany Arms, Albany rd, Camberwell. Parsons, Fish st hill
Barlow, William, Hartlepool, Durham, Fruiterer. Jan 28 at 11 at offices of Brignal, Saddler st, Durham
Baumann, Charles Henry, Nottingham, Watchmaker. Jan 30 at 12 at the Assembly Rooms, Low Pavement, Nottingham. Everall and Turner
Beale, John David, Culmore rd, Peckham, Merchant. Jan 30 at 3 at offices of Aird, Eastcheap
Beech, Edward, Apeton, Stafford, Butcher. Jan 30 at 12 at the Royal Oak Inn, Gnosall. Baddeley, Newport
Berrit, John, Lincoln, Boat Builder. Jan 31 at 11 at offices of Toynbee and Larken, Bank st. Lincoln
Biller, George, The Terrace, Tavistock rd, Westbourne Park, Solicitor. Feb 10 at 12 at the Masons' Hall Tavern, Mason's avenue, Basinghall st. Whites and Co, Budge row, Cannon st
Bowell, Thomas, Southport, Lancashire, Furniture Broker. Jan 31 at 11 at offices of Walton, Townhall, Southport
Brown, Joseph, and Samuel Brown, Matlock, Derby, Builders. Jan 31 at 11.30 at offices of Cowdell, Market Hall chambers, Matlock Bridge
Bryan, William, Stourbridge, Worcester, Grocer. Jan 29 at 3 at office of Collis, Market st, Stourbridge
Burfoot, George, Philpotts Hildenborough, Kent, Farmer. Jan 30 at 11 at offices of Stenning, High st, Tunbridge
Bussell, Henry, Burt, Exeter, out of business. Feb 2 at 1 at offices of Hooper and Woollen, Carlton House, Torquay
Carpenter, William, Melksham, Wilts, Carpenter. Jan 27 at 12.30 at the Townhall, Melksham. Smith, Devizes
Carr, William Henry, South Shields, Durham, Boot Maker. Feb 3 at 12 at offices of Purvis, King st, South Shields
Chandler, James, Cottage grove, Mile End rd, Engineer. Feb 4 at 12 at offices of Moss, Gracechurch st
Cooke, Henry Douglass, Rusthall, Kent, Painter. Jan 28 at 10 at the Angel Hotel, Tunbridge. Palmer
Coombe, George, Corscombe, Dorset, Publican. Jan 30 at 12.30 at the Mermaid Hotel, Yeovil. Budge, Crewkerne
Coupland, Henry Currie, Albert buildings, Queen Victoria st, Commission Agent. Jan 29 at 2 at office of Holmes, Clement's lane
Daglish, Francis Richard, and Edward Roberts, Sunderland, Durham, Drapers. Jan 29 at 12 at the Home Trade Association Rooms, York st, Manchester. Sale and Co, Manchester
Davis, Henry, Wood st square, Monkwell st, Woollen Warehouseman. Jan 28 at 2 at 145, Cheapside. Walker, Abchurch lane
Dewell, William, Rye lane, Peckham, Builder. Jan 26 at 1 at the Guildhall Tavern, Gresham st. Towley and Gard, Gresham buildings, Basinghall st
Edgerley, Thomas, Carden, near Handley, Cheshire, Farmer. Jan 24 at 12 at office of Nordon, Bridge st row East, Cheshire
Egerton, John, Brighton, Livery stable Keeper. Jan 28 at 12 at the Old Ship Hotel, Brighton. Mote, Walbrook.
Evans, Enoch Hugh, Lampeter, Cardigan, Agent. Jan 31 at 2 at office of Griffiths, Spilman st, Carmarthen
Fitch, William, Peasenhall, Suffolk, Butcher. Jan 30 at 1 at offices of Mayhew, Saxmundham. Wiltshire, Great Yarmouth
Fleet, Charles, Manchester. Biscuit Manufacturer. Jan 29 at 3 at office of Heath and Sons, Swan st, Manchester
Foakes, Edward, Ballingdon, Essex, Grocer. Jan 28 at 2 at the Rose and Crown Hotel, Sudbury. Mumford, Sudbury
Fox, Howard Busby, Oxton, Cheshire, Broker. Jan 29 at 11 at offices of Mawson, Duncan st, Birkenhead. Anderson, Birkenhead
Franks, John, Bootle, Lancashire, Greengrocer. Feb 3 at 2 at office of Crozier, Dale st, Liverpool
Gilbert, Edward, Martin-by-Timberland, Lincoln, Hawker. Jan 30 at 11 at offices of Page, Flaxen gate, Lincoln
Greenwood, James, Bramley, York, Grocer. Jan 26 a t 3 at office of Terry and Robinson, Market st, Bradford
Gwinnutt, George, and Cornelius Gwinnett, Walsall, Stafford Plumbers. Jan 30 at 11 at offices of Adams, Goodall st, Walsall
Hall, George, Birmingham, Mill Proprietor. Jan 30 at 10.30 at offices, of Duke, Christ Church passage, Birmingham
Hambleton, David, New Mills, Derby, Bobbin Manufacturer. Feb 12 at 11 at the Warren Bulkeley Arms Hotel, Warren st, Stockport. Sampson, Manchester
Hanson, Sydenham George, Little Tower st, Tea Dealers. Jan 21 at 1 at the Guildhall Coffee house, Gresham st. Edmands and Mayhew, Poultry
Hazlehurst, George, Sutton-within-Macclesfield, Cheshire, Grocer. Jan 29 at 2 at offices of Hand, Church side, Macclesfield
Herbert, William, and John Quick, Webb's cottages, Albion rd, Hammersmith, Boot Manufacturers. Jan 26 at 3 at offices of Allcock, Southerton rd, Hammersmith. Bartlett and Forbes, Bedford st, Covent Garden
Hind, William, Nottingham, Assistant Warehouseman. Feb 2 at 3 at offices of Cranch and Co, Low pavement, Nottingham
Howes, Thomas, Great Yarmouth, Norfolk, Fisherman. Feb 3 at 12 at offices of Palmer, South quay, Great Yarmouth
Hunt, George, Sheffield, Tailor. Jan 29 at 12 at offices of Machen, Bank st, Sheffield
Jarman, William Sackett, Ramsgate, Kent, Grocer. Jan 29 at 3 at office of Treherne and Wolferstan, Ironmonger lane, Cheapside
Jefferies, Joseph, Ebley, Gloucester, Retailer of Beer. Feb 2 at 11 at offices of Witchell, Lansdown, Stroud
Johnson, Edmund, Latchford, Cheshire, Tinner. Feb 2 at 3 at offices of Davies and Co, Bewsey st, Warrington
Kay, Robert, Ashton-under-Lyne, Lancashire, Licensed Victualler. Jan 30 at 3 at offices of Royle, Cheapside, Manchester. Clayton, Ashton-under-Lyne
Kirby, Thomas Horton, Leicester, Draper. Jan 30 at 3 at the Inns of Court Hotel, Holborn. Owston, Leicester
Lawrence, Joseph, Manchester, Butter Merchant. Jan 30 at 3.30 at offices of Chorlton, Brazennose st, Manchester
Leathers, Frederick Henry, Cambridge Heath rd, Grocer. Jan 31 at 11 at office of Cogswell, Gracechurch st. Hicks, Annis rd, South Hackney
Lee, Mark Pratten, Back Hill, Hatton garden, Tailor. Feb 2 at 2 at offices of Webster, Basinghall st. Brown, Goswell rd
Lewis, Marcus Herbert, Crescent place, Mornington crescent, Gent. Jan 27 at 3 at offices of Godfrey, South square, Gray's inn
Lock, John James, High st, Woolwich, Coal Merchant. Jan 29 at at 2 at the Wheatsheaf Public house, Henry st, Woolwich. Cooper, Charing cross
Lyon, Frank, Knight Rider st, Fancy Soap Maker. Jan 31 at 11 at the Guildhall Coffee house, Gresham st. Pullen
Manser, James, Friar st, Blackfriars rd. Fishmonger. Jan 24 at 11 at the Claremont Arms Coffee room, Upper Grange rd, Bermondsey. Bilton, Renfrew rd, Kennington lane
Marshall, William, Bedford, Brewer. Jan 27 at 12 at the Red Lion Hotel, Bedford. Jeffery, Northampton
McWilliams, David, Lower Sloane st, Chelsea, Furniture Dealer. Jan 29 at 3 at offices of Smyth, Rochester row
Mitchell, George, Bruton, Somerset, Innkeeper. Jan 28 at 11 at the Castle Inn, Bruton. Watts, Yeovil
Muirhead, James, Jermyn st, Picture Dealer. Jan 29 at 3 at offices of Davies, Furnival's inn
Norris, Benjamin, Ramsgate, Kent, Tailor. Feb 2 at 3 at the Bull and George Hotel, Ramsgate. Walford, Ramsgate
Oakes, Thomas William Smith, Austin Friars, Merchant. Jan 21 at 12 at the Guildhall Coffee house, Gresham st (in lieu of the place originally named)
Oliver, Thomas, Bunhill row, St Luke's, Carpenter. Jan 30 at 12 at offices of Smedley, Fleet st
Onions, Jabez, Rhyl, Flint, Provision Dealer. Feb 7 at 12 at the Queen's Commercial Hotel, Chester. Williams, Rhyl
Pankhurst, James, Newcastle-under-Lyme, Stafford, Fish Dealer. Jan 23 at 3 at offices of Turner, Albion st, Hanley
Parker, Thomas, Napier rd, West Kensington, Grocer. Feb 2 at 2 at 51, Chancery lane. Nickinson and Co
Peters, Samuel, and Edward Peters, Bistree, near Mold, Flint, Grocers. Jan 28 at 12 at offices of Boydell and Co, Pepper st, Chester
Phillips, George Alfred, Aldershot, Hants, Grocer. Feb 2 at 2 at office of Geach, Woodbridge rd, Guildford
Powell, Thomas, West Smethwick, Stafford, Labourer. Jan 30 at 11 at offices of Shakespeare, Church st, Oldbury
Rankin, William, Bolton, Lancashire, Publican. Jan 26 at 3 at office of Dutton, Acresfield, Bolton
Raymond, William James, Plumstead, Kent, Licensed Victualler. Jan 27 at 12 at office of Flavell, Bedford row
Richards, Samuel Dyson, Faringdon, Berks, Draper. Jan 22 at 2 at offices of Swaine, Cheapside
Robert, Gustave Didier, Dean st, Soho, Licensed Victualler. Jan 27 at 1 at offices of Narriman and Co, Queen st, Cheapside
Sanders, Peter Lewis, Bedford, Letter Carrier. Jan 29 at 2 at offices of Stimson, Mill st, Bedford
Scales, Henry, Gravesend, Kent, Fancy Draper. Jan 31 at 1 at offices of Hillearys, Fenchurch buildings
Sheppard, George, Weston-super-Mare, Somerset, Baker. Jan 28 at 11 at office of Smith, Handel House, High st, Weston-super-Mare
Simpson, John, Ashdown st, Kentish Town, Plumber. Jan 29 at 2 at offices of Moore, Doughty st
Skipworth, James, Boston, Lincoln, Poulterer. Jan 29 at 1 at the Peacock Hotel, Boston. Bailes, Boston
Smith, Frank, Hanley, Stafford, Metal Mounter. Jan 22 at 11 at office of Welch, Caroline st, Longton
Smith, John, Whitchurch, near Cardiff, Grocer. Feb 3 at 11 at offices of Morgan, High st, Cardiff
Smith, Joseph, Peterborough, Northampton, Bootmaker. Jan 29 at 3 at offices of Brown and Co, Westgate, Peterborough
Smith, Septimus, Colchester, Essex, Innkeeper. Jan 29 at 3, at the Fleece Hotel, Colchester. Goody, Colchester
Spiegelhalder, Anselm, Exeter, Watchmaker. Jan 30 at 12 at office of Chamberlain, Basinghall st. Petherick, Exeter
Staley, Tom Peace, Leadenhall st, Ship Broker. Jan 28 at 12 at offices of Plews and Irvine, Mark lane
Toder, William, West Burton, Nottingham, Farmer. Jan 31 at 11 at office of Page, jun, Flaxen gate, Lincoln
Tuck, Whitbread Harrison, Battsbury, Essex, Grocer. Feb 3 at 12 at the Green Dragon Hotel, Bishopsgate st Within. Woodard, Ingram court, Fenchurch st
Utting, John, Norwich, Bootmaker. Jan 31 at 4 at offices of Sadd, Church st, Theatre st, Norwich

Vale, Harry William, Crown st, Soho, Licensed Victualler. Jan 26 at 11 at offices of Lewis, Hatton garden, Holborn
Vaughan, Francis, Altrincham, Cheshire, Provision Dealer. Jan 29 at 3 at offices of Hinde and Co, Mount st, Albert sq, Manchester. Nicholls and Co. Altrincham
Warwick, Henry, Great Suffolk st, Southwark, Boot Manufacturer. Jan 30 at 2 at offices of Banes, Basinghall st. Watson, Basinghall st
Watt, Charlotte, Newport, Isle of Wight. Jan 28 at 11 at 58, Lugley st, Newport. Joyce
Webb, William, Euston rd, Tailor. Jan 29 at 3 at offices of Lewis and Co, Old Jewry
Welsh, Henry, St George, Gloucester, Glazier. Jan 24 at 11 at offices of Essery, Guildhall, Broad st, Bristol
Wilkinson, James Henshall, Leeds, Worsted Spinner. Jan 28 at 2 at office of Walker, East parade, Leeds
Williams, John, Wrexham, Chemist's Assistant. Jan 27 at 12 at offices of Acton and Bury, Chester st, Wrexham
Williams, Robert, Conway, Carnarvon, Licensed Victualler. Jan 31 at 12 at office of Jones, Castle st, Conway
Williamson, George, The Grove, Hackney, Shoe Manufacturer. Jan 24 at 11 at offices of Dobson, Southampton buildings
Wills, James, Kentish Town rd, Artist. Jan 26 at 11 at offices of Hunter, London wall. Ede, Clement's lane
Wilson, George Daniel, Manchester, Commission Agent. Feb 3 at 3 at offices of Sale and Co, Booth st, Manchester
Wroth, Charles Cockayne, Plymouth, Devon, Wine Merchant. Jan 29 at 11 at offices of Conway and Almond, George st, Plymouth, Greenway and Adams, Plymouth
Yallon, James, Lowestoft, Suffolk, Lodging house Keeper. Feb 5 at 12 at offices of Archer, London rd, Lowestoft
Younge, Richard William, Elgin crescent, Notting Hill, Comedian. Jan 29 at 12 at offices of Montagu, Bucklersbury

TUESDAY, Jan. 20, 1874.

Atkins, Martha Ann, St Osyth, Essex, Innkeeper. Feb 7 at 3 at the Fleece Hotel, Colchester. Goody, Colchester
Atkins, Williams, Abercarn, Monmouth, Shoemaker. Jan 28 at 1 at offices of Lloyd, Bank chambers, Newport
Baker, William, Skirbeck Quarter, Lincoln, Farmer. Feb 3 at 12 at office of Wise and Harwood, Churchyard, Boston
Beck, David Davison, Crooked lane, Contractor. Jan 29 at 12 at offices of Brett and Co, Leadenhall st Foster
Bennett, Elwin Lamb st, Spitalfields, Foreman. Jan 30 at 3 at offices of Webster, Basinghall st
Biddle, William, Thrussington, Leicester, out of employment. Jan 6 at 12 at offices of Parsons and Bright, Eldon chambers, Wheeler gate, Nottingham
Braithwaite, James, Manchester, Tin Plate Worker. Feb 4 at 3 at offices of Addleshaw and Warburton, King st, Manchester
Brooke, George, Horsington, Somerset, Engineer. Jan 31 at 2 at office of Hobbs, Chamberlain st, Wells
Bruton, Edward George, Oxford, Architect. Jan 28 at 11 at offices of Bickerton, St Michael's chambers, Ship st, Oxford
Bull, Benjamin, Bury St Edmunds, Suffolk, Carpenter. Feb 2 at 10 at the Guildhall, Bury St Edmund's. Gross
Bullions, James and Reuben Wilson, Leicester, Grocers. Feb 3 at 3 at the Guildhall Coffee house, Gresham st. Haxby, Leicester
Burr, William Alfred, and Arthur Burr, Gracechurch st, Merchants. Feb 12 at 3 at the Guildhall Tavern, Gresham st. Clark, King st, Cheapside
Butler, Benjamin, Shendley Court Farm, Northfield, Worcester, out of business. Feb 3 at 12 at offices of Fallows, Cherry st, Birmingham
Carter, Giles, Barnstaple, Devon, Plumber. Feb 4 at 12 at offices of Thorne, Castle st, Barnstaple
Cheney, Walter Joseph, Manchester, Watch Maker. Feb 2 at 3 at the Queen's Hotel, Birmingham. Addleshaw and Warburton, Manchester
Churchward, William, South Molton, Devon, Wool Dealer. Feb 4 at 2 at offices of Thorne, Castle st, Barnstaple
Clinnick, Richard, Gwennap, Cornwall, Grocer. Jan 29 at 12 at offices of Cock, Coomb's lane, Truro
Collinson, Charles, Burslem, Stafford, Earthenware Manufacturer. Jan 28 at 11 at offices of Heaton, Buckhouse st, Burslem
Colls, Henry, sen, and Henry Colls, jun, Birmingham, Manufacturers of Spectacles. Feb 6 at 3 at offices of Rowlands and Bagnall, Colmore row, Birmingham
Dixon, George, Patterdale, Westmorland, Husbandman. Feb 6 at 2 at offices of Bolton, Kent st, Kendal
Dunlop, John, White Hart court, Bishopsgate st, Auctioneer. Feb 12 at 2 at offices of Briant, Winchester House, Old Broad st
Dunn, Richard, Wolverhampton, Stafford, General Dealer. Jan 30 at 3 at the Star and Garter Hotel, Victoria st, Wolverhampton. Dallow, Wolverhampton
Eastwood, Joseph, Chippenham terrace, Harrow rd, Corn Dealer. Jan 29 at 3 at offices of Webster, Basinghall st
Edkins, John, Henley-in-Arden, Warwick, General Dealer. Jan 29 at 12 at office of Fallows, Cherry st, Birmingham
Flux, Thomas, Arreton, Isle of Wight, Farmer. Feb 3 at 11 at office of Hooper, High st, Newport
Francis, Edward, Wrexham, Denbigh, Grocer. Jan 31 at 11 at 32, Regent st, Wrexham. Hughes
Freeman, William, Lower Stonnall, Stafford, Farmer. Feb 2 at 12 at offices of Barnes and Russell, Lichfield
George, Demetrius, Liverpool, Boarding house Keeper. Feb 6 at 3 at offices of Ponton, Vernon chambers, Vernon st, Liverpool
Gillson, Robert, Crown court, Russell st, Covent garden, Fruit Salesman. Feb 9 at 11 at offices of Roberts, Clement's inn
Hadfield, John, Bury, Lancashire, Book keeper. Feb 4 at 3 at the Commercial Hotel, Brown st, Manchester
Hardy, Edwin Edwards, Colyton, Devon, Linen Draper. Jan 28 at 11 at offices of Hirtzel, Queen st, Exeter
Harvey, William, Bruce rd, Bromley by Bow, no business. Feb 9 at 3 at offices of Bastard, Brabant court
Hayter, Frederick, Mortlake, Surrey, Grocer. Feb 2 at 11 at offices of Anderson and Sons, Ironmonger lane
Hindson, Joseph, Carlisle, Grocer. Feb 2 at 2 at the Crown and Mitre Hotel, Carlisle. Wannop, Carlisle
Hoare, John, Charlotte place, Buxton st, Mile End New Town, Grocer. Jan 27 at 11 at offices of Hunter, London wall. Ede, Clement's lane
Jarrad, William Amos, Southampton, Watchmaker. Jan 27 at 3 at the Guildhall Coffee house, King st, Cheapside. Kilby, Southampton
Jones, John, Gorleston, Suffolk, Smack Owner. Feb 2 at 12 at offices of Clarke, Regent st, Great Yarmouth
King, Joseph, Oxford, Baker. Jan 30 at 2 at office of Swearse, Corn Market st, Oxford
Lark, Robert Francis, Great Yarmouth, Norfolk, Tailor. Feb 6 at 12 at offices of Wiltshire, Hall plain, Great Yarmouth
Lording, William, Blackheath, Kent, Licensed Victualler. Feb 7 at 11 at offices of Kilsby, Cheapside
Lovett, George, Runcorn, Cheshire, Coal Merchant. Feb 2 at 11 at office of Linaker, High st, Runcorn
Lucas, Benjamin, jun, Hill Top, Worcester, Brickmaker. Feb 2 at 2 at the Swan Hotel, Tenbury. Crowther, Kidderminster
Mager, Ludwig, Copley st, Stepney green, Baker. Feb 6 at 3 at offices of Boulton, Northampton square, Clerkenwell
Malin, Thomas Bayes, Birmingham, Boot Dealer. Jan 29 at 10 at offices of East, Colmore row, Birmingham
Manfield, Henry Arthur, Poland st, Oxford st, Sauce Manufacturer. Jan 27 at 3 at 6, Beaufort buildings, Strand. Lind
Medd, Thomas, Middlesborough, York, Tailor. Jan 29 at 11 at offices of Dobson, Gosford st, Middlesborough
Mills, Thomas, and George Mills, Woolwich, Kent, Military Tailors. Feb 13 at 12 at office of Buchanan, Basinghall st
Morrisy, Joseph, Saiford, Lancashire, Joiner. Feb 3 at 3 at offices of Hampson, King st, Manchester
Norman, Francis Aemry, Briton Ferry, Glamorgan, Outfitter. Jan 31 at 3 at offices of Simons and Plews, Church st, Merthyr Tydfil
Page, George Sydney, Dover, Kent, Brewer. Feb 5 at 3 at the City Terminus Hotel, Cannon st. Knocker, Dover
Pickard, Samuel, Leeds, Builder. Feb 2 at 2 at office of Simpson and Burrell, Albion st, Leeds
Pickering Thomas, Burniston, York, Grocer. Feb 3 at 2 at offices of Spurr, Queen st, Scarborough
Pidgeon, James, Beaumaris, Anglesey, Wine Merchant. Jan 31 at 12 at the Queen's Hotel, Chester. Roberts, Beaumaris
Plant, John, Birmingham, Boot Manufacturer. Jan 27 at 12 at offices of Fallows, Cherry st, Birmingham
Prince, Charles Henry, Chorley, Cheshire, Grocer. Feb 10 at 2 at offices of Chew and Sons, Swan st, Manchester
Pring, Philip Edwin, Basnett grove, Lavender hill, Wandsworth, Journeyman Baker. Feb 6 at 11 at office of Sandom and Kersey, Gracechurch st
Reynolds, Richard, Weymouth, Dorset, Stone Merchant. Feb 4 at 11 at the Guildhall Coffee house. Howard, Melcombe Regis
Roch, James, Narberth, Pembroke, Grocer. Feb 2 at 1 at the Townhall, Carmarthen. Lloyd, Haverfordwest
Rowcliffe, William, Studley rd, Stockwell, Clerk Feb 4 at 2 at offices of Obelin, Queen Victoria st
Shirley, William, Brighton, Sussex, Tailor. Feb 3 at 3 at offices of Brandreth, Middle st, Brighton
Simon, Albert Martin, Birmingham, Pawnbroker. Feb 2 at 11 at offices of Cottrell, Newhall st, Birmingham
Smith, Alexander Francis, Jamaica level, Bermondsey, Victualler. Feb 18 at 2 at office of Nash and Co, Suffolk lane
Sparrow, Frank John, Birmingham, Carrier. Jan 28 at 4 at offices of Parry, Bennett's hill, Birmingham
Sparshott, Henry Bartlett, Winchester, Cooper. Feb 2 at 1 at office of Lee and Best, Lincoln's inn fields
Spurr, William Henry, Manchester, Estate Agent. Feb 9 at 3 at office of Sampson, South King st, Manchester
Standley, Henry, Kettering, Northampton, Shoe Manufacturer. Jan 30 at 11 at office of Jeffery, Market square, Northampton
Stenning, John, West Bromwich, Stafford, Boot Maker. Jan 31 at 11 at office of Topham, High st, West Bromwich
Tebby, Alfred, Liverpool, Provision Dealer. Feb 7 at 2 at office of Low, Castle st, Liverpool
Thompson Thomas, Turnham Green, House Decorator. Jan 28 at 11 at office of Marshal, King st West, Hammersmith
Tier, Frederick Figg, Birdham, Sussex, Innkeeper. Feb 4 at 3 at the Dolphin Hotel, Chichester
Tranter, Joseph, Birmingham, Provision Dealer. Jan 31 at 10 at offices of East, Colmore row, Birmingham
Van Nierop, Soloman Isaac, Walworth rd, Butcher. Feb 4 at 3 at office of Jonas, King's Bench walk, Temple
Vernall, George, Great Malvern, Worcester, out of business. Feb 4 at 3 at office of Pitt, High st, Worcester
Walker, Henry William, Crescent place, Matthias rd, Stoke Newington Green, Bootmaker. Feb 4 at 12 at office of Nind, St Benet place, Gracechurch st
Warner, William, Worcester, Miller. Jan 30 at 3 at office of Tree, Sansome st, Worcester
Warren, Charles, Homer st, Marylebone, Furniture Dealer. Feb 2 at 4 at office of Pain, Marylebone rd
Westwell, Joseph, Blackburn, Lancashire, Joiner. Jan 28 at 10.15 at office of Marriott, Preston New rd, Blackburn
White, Charles, Liverpool, Baker. Feb 6 at 2 at office of Vine, Dale st, Liverpool. Crozier, Liverpool
Wilkinson, Matthew, Peterborough, Northampton, Attorney at law, Feb 3 at 12 at office of Gaches, Cathedral gateway, Peterborough
Wood, Joseph Frederick, Barnsley, York, Fitter. Jan 31 at 3 at offices of Freeman, Pitt st, Barnsley